

## TERMS AND CONDITIONS OF ORBITVU CLOUD SERVICES

Dated: 28 February 2026

### **Please read these Terms carefully.**

These Terms and Conditions are a legal Agreement between the Service Provider and the Customer governing the use of the Orbitvu Cloud Platform (“Platform”) and the services available at <https://orbitvu.co> and its subpages (“Website”) under Subscription Plans.

BY SIGNING UP FOR, OR OTHERWISE USING, THE ORBITVU CLOUD SERVICES, YOU AGREE TO THESE TERMS. YOU, AS A PERSON ACCEPTING THESE TERMS, REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST NOT USE THE ORBITVU CLOUD PLATFORM AND SERVICES OR ACCESS ANY CONTENT.

### **1. General provisions**

- 1.1. The service provider within the Orbitvu Cloud Platform and the owner of the Website is OVTECH sp. z o.o. (a limited liability company incorporated under the laws of Poland), with its registered office at ul. Elzab 1, 41-813 Zabrze, Poland; registered in the National Court Register (KRS) kept by the District Court in Gliwice (Poland) under entry number KRS: 0001128324 (hereinafter: “OVTECH” or “Service Provider”).
- 1.2. These Terms apply to the services offered under Subscription Plans through the Orbitvu Cloud Platform at the Website.
- 1.3. The Platform is intended exclusively for professional entities (B2B), i.e. entrepreneurs, companies and other organizational units conducting business or professional activity. The services available on the Platform are not intended for consumers or persons acting as consumers within the meaning of applicable laws. The person accepting these Terms represents that they act on behalf of a professional entity and are duly authorized to bind it to these Terms.
- 1.4. If You are, or can reasonably be considered to be, a Competitor or a subcontractor of a Competitor, or You are otherwise involved in a Competitor’s business or controlled by a Competitor, then You may not use the Orbitvu Cloud Platform and services unless You have received a prior written permission from the Service Provider. If in doubt, You must contact the Service Provider directly.
- 1.5. Using the Platform requires creating a Company Account and accepting these Terms without modification.
- 1.6. These Terms constitute an agreement for the provision of electronic services within the meaning of applicable laws. Additional documents may form an integral part of the contractual relationship (e.g. an order, offer, individually negotiated agreement). In the event of a conflict between these Terms and an individually negotiated agreement with the Customer, the individually negotiated agreement shall prevail.

- 1.7. Access to and use of the Orbitvu Station software in connection with the Platform is governed by a separate license agreement: "Orbitvu Station Software License Agreement" ("License Agreement").

## 2. Definitions

- 2.1. "OVTECH" or "Service Provider" - OVTECH sp. z o.o. (a limited liability company incorporated under the laws of Poland), with its registered office at ul. Elzab 1, 41-813 Zabrze, Poland; registered in the National Court Register (KRS) kept by the District Court in Gliwice (Poland) under entry number KRS: 0001128324, acting as the owner of the Platform and the Website and as the provider of Orbitvu services available through the Platform.
- 2.2. "(Orbitvu Cloud) Platform" - a cloud-based web service (formerly referred to as "Orbitvu SUN Platform") offered by the Service Provider and made available to the Customer through the Company Account, enabling the Customer to manage digital multimedia content (360° presentations, videos, and images) and to download, install, and manage the Orbitvu Station Software. The scope of services, features and functionalities available on the Platform vary depending on the applicable Subscription Plan.
- 2.3. "(Orbitvu Station) Software" - the desktop application produced by the Service Provider that enables automated image and video capture, postproduction and publication . The Software integrates with the Orbitvu Cloud Platform allowing the Customer to access its features and parameters in accordance with the applicable Subscription Plan. The Customer's rights to use the Software are governed by a separate license agreement: "Orbitvu Station Software License Agreement" ("License Agreement").
- 2.4. "(Orbitvu) Device" - any Orbitvu-branded hardware device (e.g. Alphashot Micro, Alphashot PRO G2, and flash-lit turntables) controllable by the Software and used for automated product imaging (e.g., still photography, 360° photography, 3D imaging, and video). Each Device has a unique hardware identifier ("HW ID") under which it is assigned to and recognized by the Software within the Company Account.
- 2.5. "Company Account" - an account created for the Customer within the Platform, to which services, Subscription Plans, Devices, licenses (including fallback/time-limited) and authorized Users are assigned.
- 2.6. "Customer" - a professional entity (a company or other legal entity) for which a Company Account has been registered and which has entered into an agreement with the Service Provider based on these Terms and/or supplementary documents. A Customer may also be an individual conducting business or professional activity. Depending on context, the term "Customer" may be used to refer collectively to the Customer and its Authorized Users (as defined below).
- 2.7. "(Authorized) User" -an individual authorized by the Customer to access the Company Account (e.g. employee, contractor, representative), acting within the limits defined for a given Plan (e.g. number of User and User Seats).

- 2.8. "You" - the Customer or the Authorized User, depending on the context
- 2.9. "(User) Content" – any data and materials entered, uploaded, generated or stored by the Customer (its Authorized Users) in the Platform, in particular multimedia files and metadata.
- 2.10. "Public Catalog" – a Platform functionality enabling publication of selected Content as Public Content available to other Platform Customers and (depending on settings) also to users without a Company Account ("Non-Users") via a public link/embedding or catalog.
- 2.11. "Public Content" – User Content shared by the Customer in the Public Catalog.
- 2.12. "(Subscription) Plan(s)" – a time-based access and billing model to Orbitvu digital services within the Platform including access to and use of Orbitvu Station, Content management, product and customer support, integrations and AI Features. The Subscription Plans currently include FREE, PRO, BUSINESS and ENTERPRISE and may be amended by the Service Provider from time to time. Detailed services, features, parameters and pricing for each Plan are made available in the Customer's dashboard within the Company Account and/or upon request.
- 2.13. "API" – the Platform and Orbitvu Station application programming interface enabling integration and automation to the extent determined by the Service Provider.
- 2.14. "Account Data" – identification and contact data of the Customer processed in connection with registration and operation of the Company Account.
- 2.15. "(These) Terms" or "Agreement" - these Terms and Conditions of Orbitvu Cloud Services these Terms and Conditions, constituting a legal agreement between the Service Provider and the Customer
- 2.16. "AI Features" means any Software features and functionalities that use artificial intelligence services provided by third-party (AI service provider).
- 2.17. "License Agreement" - Orbitvu Station Software License Agreement, a separate license agreement governing the Customer's rights to use the Software under a Perpetual Fallback License or a Time-Limited License.
- 2.18. "Party" or "Parties" – the Customer and/or the Service Provider, as applicable.
- 2.19. "Competitor" - any company, other legal entity, or natural person conducting business or professional activity that offers solutions for automatic product imaging (still photography, 360° photography, 3D imaging).

### **3. Scope of services within the Platform**

- 3.1. OVTECH provides the Customer with access to the Platform and the services and features provided through it; the scope of such services and features depends on the Subscription Plan. The Platform may include the following categories of services and features: (a) Content management and storage of Content; (b) publication, sharing and embedding of Content (including via the Public Catalog); (c) integrations and automation, including access to the API; (d) downloading and managing the Orbitvu Station Software, including updates to Fallback License; (e) AI Features; (f) product and customer support; (g) statistics and analytics tools (h) Orbitvu Station Seats and Users;

(i) and other features made available by the Service Provider from time to time, subject to the active Plan.

- 3.2. The Service Provider may change the scope of services, functionalities and parameters within Plans, subject to the rules on amendments to these Terms and/or rules described in the Company Account.

#### **4. Company Account, Users and access security**

- 4.1. Creating a Company Account requires providing true and accurate Customer and User data.
- 4.2. The Customer may hold only one Company Account, unless the Service Provider provides otherwise in an individually negotiated agreement.
- 4.3. The Customer is responsible for the acts and omissions of Authorized Users and for keeping access credentials confidential. Any action performed through the Company Account shall be deemed performed by the Customer/Authorized Users, unless the Service Provider has knowledge to the contrary.
- 4.4. The Customer shall ensure that only Authorized Users access the Company Account, in a number not exceeding the Plan limits for User Seats and Users, and that Users use the Platform in accordance with these Terms, the License Agreement and applicable law.
- 4.5. The Service Provider may apply security measures (e.g. MFA, IP address restrictions, anti-fraud mechanisms). The Customer undertakes to cooperate in order to maintain the security of the services.
- 4.6. The Service Provider may suspend access to the Company Account if it identifies a security breach or suspects unauthorized access, until the matter is clarified.
- 4.7. The Customer shall promptly notify the Service Provider of any suspected or actual unauthorized access, security incident or compromise of credentials relating to the Company Account and shall cooperate with the Service Provider to mitigate and remediate the incident.
- 4.8. The Customer should implement appropriate internal security measures for Authorized Users, including maintaining strong passwords, enabling multi-factor authentication where available and promptly removing access for persons who no longer require it.

#### **5. Subscription Plans and billing**

- 5.1. The services available through the Platform are provided to Customers under following Subscription Plans, which may change from time to time: FREE, PRO, BUSINESS and ENTERPRISE.
- 5.2. General description of Plans:
  - (a) FREE – a plan providing basic access to the Platform including the use of perpetual Fallback Software License (as defined in the License Agreement), without access to some services, features and updates available only in paid Plans (e.g. AI Features); The FREE Plan is available for up to three (3) years after

expiration of any paid Plan. Before the FREE Plan becomes unavailable, the Customer is responsible for downloading the Fallback Software Version and backing it up on its own systems.

- (b) PRO – an annual paid plan providing access to a set of services and features including Software updates during the active subscription period. Such updates are provided under a Time-Limited License (as defined in the License Agreement);
  - (c) BUSINESS – an annual plan providing access to the broadest scope of services and features. The Plan includes Software updates covered by a Perpetual Fallback Software License (as defined in the License Agreement);
  - (d) ENTERPRISE – an annual plan providing customized set of services, functionalities and features;
  - (e) The Service Provider may, free of charge and at its sole discretion, offer once every 365 days a short-term right to install and use the latest Software with features/parameters available under PRO or BUSINESS Plan (“TRIAL”). The TRIAL may be used only for internal evaluation and testing to determine whether the Software and the Plan meets the Customer’s requirements. TRIAL is limited to one User per Customer. During the TRIAL, customer support and product support may be limited.
- 5.3. Detailed services, features and technical parameters (including technical limits) and pricing for each Plan are available in the Customer’s dashboard within the Company Account and/or upon the Customer’s request (including through an authorized Orbitvu reseller or distributor).
- 5.4. Subscription Plans are available only after the Customer creates a Company Account on the Orbitvu Cloud Platform. The Customer may have only one Company Account.
- 5.5. The Customer and its Authorized Users must have an Internet connection to access the Company Account and the services provided on the Platform under the applicable Subscription Plan. The BUSINESS Plan offers an offline option that requires a one-time Internet connection to activate and assign the license.
- 5.6. At any given time, only one Plan may be active on the Company Account, covering all Devices ,Orbitvu Station Seats and Users assigned to the Company Account.
- 5.7. Subscription payments terms:
- (a) PRO may be billed monthly or annually; other paid Plans are generally billed annually unless the offer/agreement states otherwise;
  - (b) paid Plans are prepaid for the relevant subscription period;
  - (c) fees and taxes (VAT/sales tax) are specified during the ordering process/on the invoice;
  - (d) where purchased via an Orbitvu reseller or distributor – payment terms follow the agreement with the reseller or distributor; and access to the Plan may depend on confirmation of payment.
- 5.8. Automatic renewal: unless the Customer disables automatic renewal in the Company Account or cancels the subscription before the end of the current term, a paid Plan renews automatically for another term corresponding to the current billing cycle (month or year). Information about the renewal date and renewal conditions is

available in the Company Account. Disabling renewal/cancellation is effective at the end of the current term. The Customer will receive a notification via the Platform about the upcoming renewal date

- 5.9. Plan change: as a rule, a Plan change is effective from the next billing period, unless the Parties agree otherwise in an offer/agreement or in the Company Account. Changes regarding additional resources (e.g. additional storage, transfer, additional User Seats) may be available under the rules described in the Company Account and may be billed during the current term. Plan upgrades are effective immediately upon payment.
- 5.10. Overdue payments: in the event of late payment, the Service Provider may limit or suspend access to paid features.
- 5.11. Rules concerning refunds and corrections:
  - (a) subject to items (b)-(c) and mandatory provisions of law, fees prepaid for a subscription period that has commenced are non-refundable, and no refunds will be issued for any unused days, months, years or resources. It also includes fees paid for AI credits and any other paid features or add-ons. This does not apply to the extent the Customer was unable to make use of the paid subscription period, AI credits, features or other resources due to the Service Provider's breach of its obligations under these Terms.
  - (b) undue charges (e.g. an obvious overpayment or duplicate payment) will be refunded after verification;
  - (c) the above does not exclude the Service Provider's possibility to grant a discount or other compensation at its discretion.

## **6. Public Catalog – publication and downloading**

- 6.1. The Customer may mark selected Content as Public Content and publish it in the Public Catalog, in accordance with the functionalities made available within the Platform and the active Plan.
- 6.2. The Customer bears sole responsibility for Public Content, including for having the rights to publish and share it and, where enabled, to allow third parties to download it.
- 6.3. Publication in the Public Catalog may make Public Content accessible to Non-Users and may enable further sharing by such persons (e.g. via a link or embedding on a website). The Customer acknowledges and accepts the related risks.
- 6.4. The Service Provider may provide different publication modes (e.g. no ability to download the source file; ability to download) depending on settings and/or the type of Public Catalog license available to the Customer. Details (e.g. standard/extended) may follow from the Plan or the configuration of the Company Account.
- 6.5. The Service Provider may remove or block access to Public Content if:
  - (a) it receives a credible notice of infringement of law or third-party rights,
  - (b) the Content violates these Terms,
  - (c) this is necessary for the security of the Platform, or
  - (d) required by law or decisions of competent authorities.

## **7. User Content – rights, technical license, moderation**

- 7.1. The Customer retains all rights to User Content. The Service Provider does not acquire ownership rights to User Content.
- 7.2. To the extent necessary to provide the services available through Platform, the Customer grants the Service Provider a non-exclusive, worldwide, transferable (to processors/infrastructure providers) and sublicensable license to fix, store, reproduce, technically modify (e.g. compression, transcoding) the User Content, make it publicly available (only to the extent defined by the Customer's settings, including the Public Catalog) and to perform any other technical acts necessary to provide the services.
- 7.3. The Customer represents and warrants that it holds the necessary rights to User Content and that the Content does not infringe law or third-party rights.
- 7.4. The Service Provider has no obligation to pre-screen Content; however, it may monitor the use of the Platform to the extent necessary for security, billing, preventing abuse and ensuring legal compliance.
- 7.5. The Customer is solely responsible for User Content, including Public Content, for ensuring it is lawful and for obtaining any consents required to publish it (including privacy, publicity and intellectual property rights).
- 7.6. The Customer shall indemnify and hold the Service Provider harmless (and cover reasonable costs) against third-party claims arising from User Content or the Customer's/Users' breach of these Terms
- 7.7. The Service Provider may remove, block, limit visibility of or disable access to User Content (including Public Content) if it reasonably believes that the Content violates law, these Terms, the AUP (as defined below), third-party rights, or poses a security risk; the Service Provider may also do so to comply with binding legal requests.
- 7.8. Notice-and-takedown (IP and other rights): if a third party claims that specific Public Content infringes its rights, it may send a notice to the Service Provider (email: info@orbitvu.com) identifying the allegedly infringing Content (e.g. link/ID), the rights claimed and contact details. The Service Provider may request evidence of rights and, where appropriate, will take reasonable steps to disable access to the disputed Content.

## **8. Acceptable Use Policy (AUP)**

- 8.1. It is prohibited to use the Platform in a manner contrary to law, these Terms, the License Agreement or good practice, including in particular: (a) uploading, storing or making available unlawful Content; (b) infringing copyrights, industrial property rights, privacy or personal rights of third parties; (c) publishing hateful, pornographic or violence-promoting content, or content promoting totalitarian regimes; (d) actions aimed at compromising the security of the Platform (including malware, phishing, scanning, DDoS, password mining, credential stuffing or bypassing safeguards); (e) reverse engineering, decompilation or attempts to bypass licensing mechanisms, except where mandatorily permitted by law; (f) unauthorized sharing of access credentials or enabling access by persons exceeding Plan limits; (g) circumventing technical or contractual limits (including storage/transfer limits, rate limits, API limits

or restrictions per Plan) or using the Platform to build or run a substitute or competitive product to Orbitvu products and solutions without the Service Provider's prior written consent; (h) automated access to the Platform (including scraping, crawling, harvesting or indexing) except where expressly permitted by the Service Provider in writing or by applicable law; (i) collecting, harvesting or using Account Data, contact details or identifiers of other users/Non-Users without a lawful basis and authorization; (j) using the Public Catalog to distribute malicious content, unsolicited communications (spam) or to mislead recipients.

- 8.2. The Service Provider may apply measures to enforce the AUP (including warnings, restrictions, suspension, removal of Content, termination), proportionate to the breach.
- 8.3. The Customer shall not interfere with or disrupt the Platform and related services, its servers or networks and shall comply with any reasonable technical instructions (including rate limiting and security requirements).
- 8.4. If the Customer becomes aware of misuse of the Platform and related services (including unintended sharing of Public Catalog links or suspicious activity within the Company Account), it shall promptly take reasonable steps to mitigate such misuse and notify the Service Provider where appropriate.

## **9. API and third-party integrations**

- 9.1. Where the Service Provider provides an API, the Customer may use the API only in connection with the Customer's use of the Platform, in accordance with these Terms and for the API's intended purpose and technical documentation.
- 9.2. The Service Provider may introduce restrictions, limits and changes to the API (including deprecating versions) for justified reasons, in particular security and product development, with reasonable advance notice where possible.
- 9.3. The Platform may integrate with third-party services (e.g. AI providers, cloud infrastructure, analytics tools). Using integrations may require accepting separate terms of those third parties.
- 9.4. YouTube API. The Platform also enables video uploads to YouTube via YouTube API. The Service Provider does not collect or use any data from the Customer's YouTube account. By using YouTube API the Customer agrees to be bound by the YouTube terms of service that are available at: <https://www.youtube.com/t/terms>.
- 9.5. The Service Provider does not control and is not responsible for third-party services, their content, availability, security or terms. The Customer's use of third-party services is governed solely by the applicable third-party terms, and the Service Provider may disable or change integrations at any time.

## **10. AI Features**

- 10.1. Paid Subscription Plans cover services that include AI Features provided by independent third-party AI service providers (e.g.. AI photo assistant, background removal).

- 10.2. The Service Provider strives to use commercial third-party AI services that generally offer enhanced data privacy protections (e.g., no use of Customer data for model training, optional local storage, and privacy through dedicated resources).
- 10.3. The Customer may use through the Platform, subject to the Customer's Subscription Plan, AI services provided by the following third-party providers (the list may change from time to time):
  - 10.3.1. OpenAI (under terms and conditions available at: <https://openai.com/policies/row-terms-of-use/>);
  - 10.3.2. Google Gemini (under terms and conditions available at this third-party provider);
  - 10.3.3. Claude AI (under terms and conditions available at this third-party provider)
  - 10.3.4. Remove.bg (under terms and conditions available at: <https://remove.bg>).
- 10.4. By using AI Features, the Customer confirms that it: (i) has read and agrees to the terms and conditions of the third-party AI service providers; and (ii) accepts the legal and financial risks arising from potential copyright infringement, data protection issues, or other third-party claims related to the use of third-party AI services and the resulting AI outputs.
- 10.5. The Customer acknowledges and agrees that it must not use AI Features for: (i) research or development of AI models (including generation of training data); (ii) military use; (iii) pornography; (iv) gambling/betting; (v) terrorism; (vi) creation of "fake news"; or (vii) carrying out, encouraging, or requiring unlawful violence or physical injury to persons or property, or unlawful force against any group based on race, religion, disability, gender, sexual orientation, or national origin.
- 10.6. The Customer further acknowledges and agrees that the Service Provider does not control the training process, operating principles, or content generated by third-party AI service providers and therefore makes no representations or warranties (including as to accuracy, completeness, fitness for purpose, legality, or non-infringement of third-party rights) with respect to AI providers' services and the resulting AI outputs. The Service Provider shall not be liable for such AI services or the resulting AI outputs. The Customer undertakes to independently verify the AI outputs and assess the suitability of the AI services before use, and to implement supervision and control mechanisms adequate to the risk (including testing, confidence thresholds, human-in-the-loop review, permission limits, and emergency procedures).

## **11. Availability, maintenance and backups**

- 11.1. The Service Provider uses reasonable efforts to ensure continuity of the services on the Platform; however, it does not guarantee uninterrupted availability.
- 11.2. The Service Provider may carry out planned maintenance and development works which may cause interruptions. Planned downtime may total up to 8 hours per month, generally between 20:00–04:00 Central European Time (CET/CEST). It may also perform emergency (unplanned) maintenance when necessary for security or

stability of the Platform and the services provided on the Platform. Information on planned downtime may be published in the Company Account or provided by email, where possible.

- 11.3. The Customer is responsible for making backups of its Content. The Service Provider may apply backups and redundancy mechanisms, but they do not constitute a guarantee of data recovery in all cases.

## **12. Liability**

- 12.1. IN NO EVENT WILL THE SERVICE PROVIDER OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PLATFORM AND SERVICES PROVIDED ON THE PLATFORM, EVEN IF THE SERVICE PROVIDER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. THE PLATFORM AND SERVICES AVAILABLE ON THE PLATFORM ARE PROVIDED "AS ARE" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND UNINTERRUPTED OR ERROR-FREE OPERATION.
- 12.3. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE SERVICE PROVIDER ARISING OUT OF USE OF THE PLATFORM IN CONNECTION WITH A GIVEN EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER TO THE SERVICE PROVIDER OR ITS AUTHORISED RESELLER/DISTRIBUTOR FOR ITS USE FOR THE 12 MONTHS PRECEDING THE EVENT
- 12.4. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE SERVICE PROVIDER'S LIABILITY TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS PROHIBITED BY MANDATORY PROVISIONS OF LAW. IN PARTICULAR, LIABILITY FOR DAMAGE CAUSED INTENTIONALLY IS NOT EXCLUDED.

## **13. Termination, account deletion and Content retention**

- 13.1. The Customer may disable automatic renewal or cancel the paid subscription at any time using the options available in the Company Account or by contacting the Service Provider (info@orbitvu.com). This will be effective at the end of the current billing period and it does not release the Customer from payment of fees due for a started period. The refund rules set out in Section 5.9 (a) apply accordingly.
- 13.2. The Service Provider may suspend services or terminate the Agreement with immediate effect if the Customer materially breaches these Terms, is overdue with payments, compromises security, or if required by law.
- 13.3. After termination of the Agreement with the Customer, the Service Provider may retain Content for 30 days to enable the Customer to export data, and may

thereafter permanently delete or anonymize it, unless law requires longer retention. Backups may be retained longer solely for security and disaster recovery purposes, but no longer than 90 days, after which they are overwritten/deleted in the backup cycle. Retention details may depend on the Plan and are communicated in the Company Account.

- 13.4. The Customer may at any time delete its Company Account, which will be deemed termination of the Agreement between the Parties. .

## **14. Personal data and cookies**

- 14.1. In order to enable the Customers/Authorized Users to use the Platform and services provided within it, the Service Provider may collect and use the data, including the personal data of the Customers/Authorized Users. According to the General Data Protection Regulation (GDPR) 2016/679, the Service Provider is therefore a controller of such personal data.
- 14.2. The (personal) data are treated as confidential and are protected by IT, technical, organizational and legal means introduced by the Service Provider against their unauthorized disclosure and use. In particular, such data shall not be transferred by the Service Provider to other companies or entities for marketing or commercial purposes.
- 14.3. The legal bases under the GDPR for processing of personal data by the Service Provider are:
  - 14.3.1. Article 6(1)(b) GDPR - processing is necessary for the performance of this Agreement;
  - 14.3.2. Article 6(1)(f) GDPR - processing is necessary for the purposes of the legitimate interests pursued by the Producer;
  - 14.3.3. Article 6(1)(a) GDPR - processing is based on the Customer's consent.
- 14.4. The Customers/Authorized Users have the right to access their personal data and the right to rectify, erase, and restrict processing, as well as the right to object to processing, in accordance with the GDPR. The Customers/Authorized Users have access to their (personal) data via the Company Account which allows them to edit and/or delete the data. To exercise the rights indicated above they may also contact the Service Provider using the contact details available on the its websites.
- 14.5. The Website uses cookies and local storage technologies primarily to ensure the correct operation of all its features and to observe traffic on the Website for statistical purposes.
- 14.6. Details on how the Service Provider collects and uses personal data in connection with the Platform, including cookies and similar technologies, are provided in the Orbitvu Privacy Policy.

## **15. Confidentiality**

- 15.1. The Parties shall keep confidential any confidential information obtained in connection with use of the Platform, including in particular API keys, passwords, personal data, User Content (that is not publicly available via the Public Catalog), non-public documentation, and commercial and technical information.
- 15.2. The confidentiality obligation does not apply to information that: (a) is publicly available without breach; (b) is disclosed pursuant to mandatory law or final decisions of authorities (with a duty – where permitted – to give prior notice to the other party).

## **16. Amendments to the Terms**

- 16.1. The Service Provider may amend these Terms for important reasons, in particular: changes in law, changes in the scope of services or Plans, security reasons, preventing abuse, organizational or technical changes.
- 16.2. The Service Provider will inform the Customer about amendments by publishing them on the Platform and/or by notification in the Company Account or email. Amendments take effect no earlier than 14 days after notification, unless they result from law or address security risks – in which case they may take effect earlier. Changes to prices or the scope of Plans generally apply from the next billing period.
- 16.3. If the Customer does not accept an amendment, it may terminate the Agreement before the amendments take effect, with effect at the end of the current billing period. Continued use of the Platform and the services provided through it after the amendments take effect constitutes acceptance.
- 16.4. The version date stated at the beginning of these Terms indicates when these Terms were last updated.

## **17. Customers Transitioning from Legacy Support Plans**

- 17.1. As the Service Provider discontinues the former paid product support plans (Legacy Support Plans) and replaces them with Subscription Plans, the following transition rules apply.
- 17.2. The Customers holding active Legacy Support Plans will be transitioned to the applicable Subscription Plans no later than their next renewal date, subject to their acceptance of these Terms and the terms of the applicable Plan.
- 17.3. If a Customer with a Legacy Support Plan chooses not to migrate to a paid Subscription Plan or cancels its paid subscription, the Customer's Company Account will be automatically set to the FREE Plan upon expiry or termination of the paid Support Plan.
- 17.4. If the Customer does not agree to remain on the FREE Plan or on any paid Subscription Plan, the Customer may delete its Company Account on the Platform.

- 17.5. All matters regarding the retention of Software license rights acquired by the Customer under Legacy Support Plans and the expansion of such rights after transitioning to the Subscription Plan model, are governed by the License Agreement.

## **18. Customer support, inquiries and complaints**

- 18.1. The Service Provider provides customer and product support as part of the Subscription Plans. The scope, availability, and response times of the support vary depending on the specific Subscription Plan. Detailed support parameters for each Plan are available within the Company Account's dashboard.
- 18.2. Support within the FREE Plan is limited to access to public documentation (manuals) and knowledge base resources.
- 18.3. Product support does not cover Mode360 devices; it applies only to Orbitvu Devices.
- 18.4. During the trial period of PRO or BUSINESS Plan the range of customer and product support may be limited.
- 18.5. All support requests must be submitted through the official support channels specified on the Platform, including the dedicated email address and phone support line (depending on the applicable Plan).
- 18.6. When submitting a request, the Customer should provide sufficient information to identify the Company Account and describe the issue (including screenshots/logs where available). The Service Provider may request additional information necessary to verify the Customer's authorization and to handle the request.
- 18.7. The Service Provider may provide operational and legal notices to the Customer electronically, in particular via the Company Account and/or by email to the address assigned to the Company Account. The Customer is responsible for keeping its contact details up to date.
- 18.8. Complaints regarding the operation of the Platform or the Website may be submitted by Customers and Users through the channels referred to in Section 18.3. The Service Provider will review each complaint, respond in a timely manner (and in any event no later than 10 business days), and use reasonable efforts to resolve the reported issues.

## **19. Intellectual Property in the Platform and the Website**

- 19.1. The Service Provider owns the Platform and the Website, as well as the content displayed on the Website (including texts, graphics, trademarks and other materials) and all underlying software and technology on which they are based. The Service Provider retains all intellectual property rights (including copyrights) in the foregoing under the Polish Act on Copyright and Related Rights of 4 February 1994. This does not apply to User Content and Public Content (as defined in Sections 2.9 and 2.11)

- 19.2. Customer/Users may exercise The Service Provider’s intellectual property rights to the Website, including the right to the Website’s software and content, only to the extent necessary to use the Platform and services provided through it and in accordance with these Terms.
- 19.3. In particular, it is prohibited to:
- (a) copy or distribute the Website’s software and content in whole or in parts, in any form, including lending, lease, rental, licensing, or sublicensing thereof
  - (b) access in any way the source code of the Website, specifically to modify or decompile the code, circumvent any protections, enhance or customize the software for any other purposes whatsoever, emulate, or reverse engineer
  - (c) automatically download data (scraping) except where permitted by law or expressly allowed by the Service Provider

## **20. Export control and sanctions**

- 20.1. You represent and warrant that you are (1) not located in, organized under the laws of, or ordinarily resident in any country or territory subject to territorial sanctions (collectively “Sanctioned Countries”), nor are you owned by or acting on behalf of a government subject to asset-blocking sanctions or any person or entity organized, located or ordinarily resident in a Sanctioned Country; and (2) not a person identified on, or more than 50% owned or controlled, directly or indirectly, by or acting on behalf or at the direction of any entity identified on, E.U., U.K., U.S., or other applicable government restricted party lists, such as the consolidated list of persons, groups and entities subject to EU financial sanctions, or the UK Consolidated List, or Specifically Designated Nationals list maintained by the US government.
- 20.2. Orbitvu products may be subject to export control and economic sanctions laws of the European Union, the United Kingdom, the United States, including but not limited to Regulation 2021/821 as amended (EU Dual-Use Regulation), the UK Export Control Act 2002, the UK Export Control Act 2002 and the UK Export Control Order 2008, the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control and the International Traffic in Arms Regulations maintained by the Department of State, (collectively, “Trade Control Laws”).
- 20.3. You agree to comply with all applicable Trade Control Laws in your use of Orbitvu products or services. Specifically, you agree not to – directly or indirectly – use, sell, export, reexport, transfer, divert, release, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Orbitvu under these Terms to any destination, entity, or person or for any end-use prohibited by the Trade Control Laws. The Service Provider shall not be required to act in any way that is prohibited under applicable Trade Control Laws, and it shall be in its sole discretion to refrain from being

directly or indirectly involved in the provision of products or services that may be prohibited under applicable Trade Control Laws.

## **21. Miscellaneous**

- 21.1. Severability: If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force. The Parties will replace the invalid provision with a valid one that most closely reflects the original intent.
- 21.2. No waiver: A failure or delay by either Party to exercise any right does not constitute a waiver of that right.
- 21.3. Assignment: OVTECH may assign these Terms and its rights and obligations (in whole or in part) to an affiliate or successor in connection with a reorganization, merger, sale of assets or similar transaction. The Customer may not assign these Terms without OVTECH's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, provided that the successor agrees in writing to be bound by these Terms.
- 21.4. Third-party rights: Except as expressly provided in these Terms, no third party is intended to be a beneficiary of these Terms or to have any rights to enforce them.
- 21.5. Force majeure: Neither Party will be liable for a failure to perform due to events beyond its reasonable control (including outages of third-party networks, force majeure, governmental actions), provided that the affected party promptly notifies the other party and uses reasonable efforts to mitigate the effects.
- 21.6. Survival: Provisions which by their nature should survive termination (including sections on intellectual property, confidentiality, liability, data protection, and dispute resolution) survive termination or expiry of the Agreement.
- 21.7. Feedback: If the Customer or its Users provide OVTECH with suggestions, ideas, enhancement requests or other feedback regarding the Platform and services provided through it ("Feedback"), OVTECH may use and exploit such Feedback without restriction or obligation to the Customer, provided that OVTECH does not disclose the Customer's Confidential Information in doing so.

## **22. Governing law and jurisdiction**

- 22.1. These Terms and agreements concluded on their basis are governed by Polish law, unless mandatory provisions of law provide otherwise.
- 22.2. Any disputes shall be resolved by the common court of Poland having jurisdiction over OVTECH's registered office, unless the Parties agree otherwise in an individually negotiated agreement.

## **23. Information and contact**

The Service Provider's name and address:  
OVTECH sp. z o.o.

ul. Elzab 1, 41-813 Zabrze, Poland

identification numbers:

NIP (fiscal identification number): 6482825043

REGON (statistical number):529696041

The company is registered in the Sąd Rejonowy w Gliwicach (District Court in Gliwice (Poland)) under number KRS: 0001128324

contact details:

e-mail: [info@orbitvu.com](mailto:info@orbitvu.com)

phone: (+ 48) 32 476 82 03