



General Terms and Conditions

(last updated on 12/06/17)

Version V.1.1

These General Terms and Conditions ("**Terms and Conditions**") define the conditions under which any person accesses and uses the downloadable playback software from the website www.autoplayvr.com (the "**User**"), published by Kabo company (trademark: VRLINES) , registered at the Trade and Companies Register of Bobigny under the number 441 678 273 , registered under the intra-Community VAT identification number FR87441678273 , with capital of seventy thousand and five hundred (70 500) euros and whose registered office is located at 2-4 allée de Seine, 93 000 Saint-Denis(the "**Company**"), and its updates (collectively, the "**Player**")

1. Acceptance of Terms and Conditions

Before downloading, accessing or using the Player, the User must read the Terms and Conditions carefully. Any User accessing and using the Player in any way confirms that he has read, understood and expressly accepted the Terms and Conditions which, together with the Company's [Privacy Policy](#), constitute the contract between the User and the Company, which may be supplemented, if so, by Specific Terms of Use.

The Company may vary all or part of the Terms and Conditions by giving notice to the User, in any form. If the User does not agree to its contractual relations with the Company being governed by the new version of the Terms and Conditions, he must inform the Company by email, to be sent to the address autoplayvr@vr-lines.com within 15 days from receiving the notice. If necessary, the User must stop using and delete the Player immediately after giving notification of his refusal to the Company.

In the event of any conflict with any of other rules, policies or operating procedures that do not expressly provide derogation, these Terms and Conditions shall prevail.

Access to certain services may also be subject to the User's full and complete acceptance of the specific terms of use (the "Specific Terms of Use"), which will be proposed to the User in this Terms and Conditions or on the specific service screens concerned for acceptance, before the supply of the specific service.

2. Presentation of Player

The Player supplied by the Company is a playback and broadcast virtual reality tool of Contents on a Playback Support, which also achieves automatic settings in order to adapt the Playback Support to the technical specificities of these Contents. The Player enables the User to play and display visual, audiovisual, fixed or animated Contents, without considering the field of vision associated with the display of the Contents or their format, provided that such format is compatible with the two softwares mentioned in Article 3.1 of the present Terms and Conditions. In particular, the Player enables the playing of Contents in 2D or 3D, or which offer the User a field of vision of 120°, 180°, 240°, or 360°. The Player also memorizes any manual setting made by the User every time that the automatic settings of the Player prove to be insufficient. Any manual setting made by a significant number of Users may benefit the community of users of the Player with each update of the Player's automatic settings. The updating of the automatic settings of the Player is launched by the User, through the "update" function of the Player.

The Player is constantly evolving. The User acknowledges and agrees that the nature and the form of the Player may change from time to time.



The Player is provided to the User free of charge if the User is an individual, and may be provided for payment if the User is a professional. In all cases, the Player is provided without any time limit. However, taking into account the state of the art and technology, the Player may present malfunctions in the case of unusual or disproportionate use. The User is informed that the Company is not bound by any maintenance obligation. The User agrees not to use the Player in an unreasonable or excessive manner and, in general, agrees that his use of the Player shall not affect its stability or security.

The User may stop using and/or definitively delete the Player at any time.

3. Access and use of the Player

The Player can only be downloaded from the website www.autoplayvr.com according to the Terms and Conditions set out below. Users can also access to the Player within a Virtual Reality location (the "VR location"), directly or indirectly through an online platform (submitted to the General conditions hereafter),

3.1. General conditions

The Player is downloadable free of charge by any individual who has first read and fully accepted the Terms and Conditions and the [Privacy Policy](#).

Downloading of the Player by a User acting as a professional such as a VR location is expressly prohibited, except with the prior authorisation of the Company and according to the terms, notably financial, of use determined by the Company. Such authorisation shall be requested by email to be sent to autoplayvr@vr-lines.com, in response to which the Company may address the User an estimate in view of the intended use of the Player.

In any case, the Player shall only be downloadable if the User has acknowledged and fully accepted the present Terms and Conditions and the [Privacy Policy](#).

The Player may only be downloaded and used by natural persons aged over 18, or those having reached the age of majority in their country of residence, or by a minor or incapacitated person over the age of consent whose the legal guardian has accepted the present Terms and Conditions in their name and on their behalf, in accordance with any limit that may be stipulated before downloading the Player. By accepting the Terms and Conditions, the User or his legal guardian agrees to provide the Company, on its request, any proof of his age or of his status that may be required.

In order to download, access and use the Player, the User must have the softwares and equipments needed for its functioning, namely a computer that is compatible with the Player and enables a connection to the Internet (the "Terminal"), an Oculus SDK 0.7 headset (the "Playback Support"), and the VDMX and AVPro Windows Media softwares. The Terminal's connection to the Internet during the use of the Player is not essential, but ensures that the User can benefit from the Player's automatic settings, the memorizing of his manual settings on the Company's servers, any information on any update of the Player and, if so, the downloading of such update. The Company has no obligation to ensure that the Player is accessible on all terminals such as computers, smartphones, tablets or other devices. The compatible devices with the Player will be listed on the website www.autoplayvr.com. All costs, expenses, subscription fees and taxes relating to the Internet connection are the sole responsibility of the User.

3.2. Provision of compulsory information: In order to download the Player, the User acting as an individual must complete a form, which is accessible on the website www.autoplayvr.com (the "Form") and in which the User must indicate his email address and the type of Playback Support he uses by ticking the appropriate box (e.g. Oculus SDK 0.7).

In order to download the Player, the User acting as a professional must provide the Company with the above information in the email mentioned in article 3.1 of the present Terms and Conditions. The Company will reply to the said email within a reasonable period, indicating to the User the terms,



notably financial, under which he could be authorised to download, access and use the Player. The User is free to accept or refuse these terms. If so, the User confirms his agreement with these terms by email to be sent to autoplayvr@vr-lines.com. Such email must include the following: "I have read and I accept the Terms and Conditions and the [Privacy Policy](#) of the Player" and "I certify and guarantee that I am authorised to represent this company for the purposes of downloading and using the Player". The User agrees to provide the Company, on the request of the Company through an email sent to the address given by the User, any relevant supporting documents, being specified that these documents can under no circumstances impose any limitation on the warranty of the User or his company with regard to the Company.

The User is responsible for ensuring that the data provided to the Company on the Form or in the email mentioned in article 3.1 are and shall remain accurate, complete and up-to-date.

If the Company becomes aware that all or part of the information transmitted before downloading the Player is inaccurate or incomplete, the Company may ask the User to temporarily suspend and/or permanently stop accessing and using the Player in accordance with article 11.3 of the present Terms and Conditions, without prejudice to any other action or recourse.

The User may only complete the Form or send the email mentioned in article 3.1 on behalf of a third party if authorised by that third party. Otherwise, the User may be liable for identity theft and/or infringement of third party rights and the Company may apply the provisions stipulated in article 11.3 of the Terms and Conditions.

3.3. Downloading of the Player

After providing the information requested on the Form, the User acting as an individual should click on the "Download" button. The Company will then send the User, by email, a link to download the Player at the address given by the User for the purpose of storing the Player on the User's terminal. The email will inform the User of the possibility of subscribing to the Company's newsletter, by ticking a dedicated box. The subscription is not necessary to download or use the Player.

After providing the information and reproducing the compulsory mentions mentioned in article 3.2 of the Terms and Conditions, in accordance with the terms indicated therein, the User acting as a professional will receive the same email.

The storage of the Player on the User's Terminal is the sole responsibility of the User, who operates without any assistance, and in particular without any installer, i.e. a program used to install software on a given storage unit. Notably, the User decides the location in which the Player is stored on the Terminal.

The Company is not liable for any loss and/or damage arose during and/or after the downloading and/or the storage of the Player on the Terminal as a result of that operation.

3.4. Use of the Player

For the purposes of playing and displaying Contents via the Player, the User may:

- either transfer the Contents to the icon representing the Player on the Terminal, using the computer mouse ;
- or store the Contents in the folder provided for that purpose named "Videos", which will be automatically created during the downloading of the Player (the "**Folder**");

The User is solely responsible for the Folder and for the Contents stored in it, and in general for all the Contents viewed on the Player.

Before playing any Content, the Player will make one or more automatic settings in order to adapt such Content to the Playback Support. The Company is not liable for the effectiveness of any



automatic setting made by the Player, and if this setting is not satisfactory, the User can make manual settings.

While the Content is being played, it may, at the User's discretion, be displayed on the Terminal and the Playback Support ("public mode"), or exclusively on the Playback Support ("private mode").

3.5. Submissions

If a User submits suggestions, proposals, comments or other elements to the Company (the "**Submissions**") in connection with the use of the Player, the Company is under no obligation to treat the Submissions as confidential, nor shall it have any obligation to respond to it. The Company may use the Submissions for any useful purpose, without compensation and without prejudice to the application of any other relevant provisions of the present Terms and Conditions.

3.6. Liability/Security

The downloading, access and/or use of the Player on the Terminal and/or the Playback Support is under the sole responsibility of the User and of VR locations. Notably, the Company shall not be liable for any loss, theft and/or unauthorised use of the User's Terminal, the Playback Support and the Player.

The loaning, sharing, exchange, donation, purchase, transfer and/or sale of the Player are prohibited and shall not be binding on the Company, which may also apply the provisions stipulated in article 11.3 of the Terms and Conditions.

3.7. Cessation of use and/or deletion of the Player

The User may stop using and/or definitively delete the Player at any time.

Deletion of the Player from the Terminal shall take place under the User's exclusive responsibility, without any assistance, and in particular without any uninstaller, i.e. a program intended to uninstall a software from a storage unit.

The Company is not liable for any loss and/or damage arose during and/or after the deletion of the Player from the Terminal as a result of that operation.

The User is informed that after the Player is deleted, the Terminal will no longer send data about his use of the Player, but that any personal data that has been collected in the context of the use of the Player will be remained under the conditions set out in the [Privacy Policy](#), unless the User exercises his right of objection, as granted by law, in accordance with stipulations of article 9 of this [Privacy Policy](#).

The User is informed that the Company shall remain his personal data for a period of five years following the expiry of a two-years period after cessation of the use of the Player by the User, in accordance with legislative and regulatory provisions and with the [Privacy Policy](#).

4. Rules applicable to User Content

4.1. User Contents

The Player is a playback tool that enables the User to view all the Contents of his choice under the conditions stipulated in article 3.4, and for which the Company is not responsible and has no knowledge of (the "**Content**").

The User is solely responsible for his actions and the Contents viewed via the Player. The User hereby guarantees the Company against any third-party claim or action in that regard.



The User shall not store in the Folder and/or shall not play and/or display via the Player a Content that is prohibited by the present Terms and Conditions or by any legislative or regulatory provision in force. Notably, the User must comply with the local, national, and international laws and regulations in force in relation to the Contents stored in the Folder and/or viewed by the User.

The User shall indemnify the Company for any pecuniary or non-pecuniary cost or loss that may be incurred by the Company directly or indirectly as a result of any complaint relating to failure to comply with one or more of the above prohibitions, without prejudice to any termination and/or cancellation of the present Terms and Conditions, under the conditions stipulated in article 11.3.

4.2. Intellectual property regarding the Contents

The User is solely responsible for the Contents and the rights of intellectual property, and in general any right of third parties over the Contents. Except where not required by law, the User confirms that he is authorised to view the Contents via the Player and/or that he owns all the rights related to the Contents that he views. The User shall guarantee the Company against any action and/or third-party claim in this regard.

5. Intellectual property of the Company

The User undertakes to comply with the Company's present or future rights of intellectual property and/or those of third parties and/or those of its partners, and notably the rights of intellectual property held over all the protected functional elements of the Player, including but not limited to the trademarks, logos, icons, softwares and databases. Any use, reproduction or representation, whole or in part, of the protected elements, which does not have the prior written authorisation of the Company, of its partners or third parties, is prohibited and shall constitute a civil and criminal counterfeiting offence. The Company may apply the provisions of article 11.3 of the Terms and Conditions.

Subject to acceptance and compliance by the User with the Terms and Conditions, the Company shall grant the User, for a period of 15 years starting from the date on which the Player is downloaded onto the User's Terminal, a licence to access and use the Player, free of charge if the User is a private user, and, if so, for payment if the User is a professional user. The licence shall be non-exclusive, personal, non-transferable, non-assignable, without a right of sub-licence and is intended for the playing and displaying of Contents under the conditions set out in the Terms and Conditions.

Within a VR location, a licence to access and use the Player shall be granted by the Company to each computer individually.

With regard to the right of use granted by the Company, the User may reproduce the Player for the purposes of loading, playing back and displaying content on the Terminal and/or the Playback Support.

All other rights are reserved to the Company.

The User shall not use the Player outside the scope determined by this licence.

Without prejudice to the rights granted under this article and subject to the applicable provisions of laws and regulations, the User hereunder is in particular not authorised to:

- copy, print, transfer, transmit or represent all or part of the Player;
- sell, rent, sub-licence or distribute the Player in any way whatsoever;
- alter, modify, adapt or change the nature of the Player and/or merge all or part of the Player into other softwares;
- carry out any compilation, de-compilation, disassembly, retro engineering or translation of the Player and/or attempt to do so;
- if so, bypass the technical or protective measures on the Player.



Notwithstanding the foregoing, the Company informs the User that any right granted under this article is only granted on condition that the holder and/or exercising of that right shall conform to the [license](#) granted to the Company by the authors of the icons used for the purpose of developing the Player, who are:

- Freepik;
- Icomoon;
- Dave Gandy;
- Bogdan Rosu;
- GraphicsBay;
- Picol.

The Company hereby informs the User that the list of icons used in the development of the Player and created by each of the above authors is accessible via the file named "licence", which is automatically created during downloading of the Player.

It is hereby expressly agreed that the User is prohibited from correcting any irregularity whatsoever on the Player.

The User must not remove, modify or hide any reference made by the Company to its rights of intellectual property over the Player.

The User and the Company hereby expressly agree that this article shall remain in force in the event of full or partial termination of the Terms and Conditions for whatever reason.

6. Personal data

The User's personal data shall be protected in accordance with the terms of the [Privacy Policy](#), which must have been read and accepted by the User in order to download, access and use the Player.

The user is informed that the Company may decide to promote all or part of the data collected in relation to the User's use of the Player in accordance with the terms decided by the Company.

7. Warranty

The user is informed and hereby agrees that the Player is provided by the Company "as is", and "as available".

The Company shall use its best efforts to ensure the proper functioning of the Player, in accordance with the limits of responsibility of the Terms and Conditions.

The Company provides no guarantee as to the Player being free from defects or for its functioning being uninterrupted. Therefore, the user is reminded that he must take all appropriate measures to minimise any damage that may result from any possible interruption of the Player's functioning or any loss of the Contents stored in the Folder.

The Company reserves the right to ask the User to suspend access to the Player, either in full or in part, by giving prior information by any means to the User, in order to proceed with any adjustment, update, maintenance works, or upgrade of the Player. If urgent maintenance works are required, the Company may temporarily interrupt the Player without prior notice. The Company may not under any circumstances be held liable for any loss and/or damage that may result to the User.

8. Liability

8.1. Company's liability

The Company is merely the supplier of the Player and has notably no knowledge of the Contents stored in the Folder and viewed via the Player.



The Company shall not under any circumstances be held liable for any downloading, access and use of the Player that does not conform to these Terms and Conditions. The Company shall not, under any circumstances, be held liable for the User's conduct, in playing and/or displaying unauthorised Contents, and/or acting in an inappropriate or illegal manner in connection with the Player. The Company shall not, in particular, be held liable for the playing and/or displaying by a User of any Content whose the User is not the rights holder, or which the User is not authorised to view and/or display via the Player.

The Company can only be held liable in the case of proven fault and for damage resulting from events that were directly attributable to it in connection with the Player.

The User hereby expressly agrees that any loss of profits, loss of customers, loss of Contents, disruption to the User's activities, harm to image or any other moral or physical damage and any action taken against the User by a third party shall not give any rights to reparation, even if the Company was informed of the possibility of such damage.

IT IS AN ESSENTIAL AND DECISIVE CONDITION OF THE GENERAL TERMS AND CONDITIONS THAT IF THE COMPANY WAS HELD LIABLE, THE TOTAL DAMAGES THAT IT MAY BE REQUIRED TO PAY TO THE USER IN ANY CIRCUMSTANCE, IS LIMITED TO 100 (ONE HUNDRED) EUROS.

The User and the Company hereby expressly agree that this article shall remain in force in the event of full or partial termination of the Terms and Conditions for whatever reason.

8.2. User's liability

The User is solely liable for compliance with the Terms and Conditions, for the Contents he stores in the Folder and/or views via the Player, the use of the Player he makes in a VR location and for the conformity of the Contents with the Terms and Conditions, and laws and regulations in force.

The User hereby expressly acknowledges and accepts that if the Company verifies that the User is no longer complying with his obligations under the present Terms and Conditions, it may ask the User to delete any Content stored in the Folder and apply the provisions as stipulated in article 11.3 of the Terms and Conditions.

9. Proof clause

The information collected by the Company in relation to the User's access and use of the Player are kept as proof for a period of five (5) years. The information shall be stored by the Company on a reliable and durable support. The data shall be binding, subject to proof to the contrary.

10. Force majeure

The Company may not under any circumstances be held liable and may not be requested to pay any indemnity in respect of any delay or indemnify any harmful consequences resulting from an event of force majeure.

Other than the events commonly considered to be force majeure by the courts in France, the following shall be expressly events of force majeure: industrial action either internally or by key suppliers, interruptions to the supply of electricity, faults on the communication and hosting networks on which the Player and/or substitute networks depend.

The execution of the Player shall be suspended in the event of a case of force majeure.

11. Duration/Suspension/Termination



11.1. The Terms and Conditions shall take effect from the date of acceptance by the User, under the conditions stipulated in Article 1. They shall remain in force between the User and the Company for two years after the User's cessation of use of the Player.

11.2. The User is free to terminate the Terms and Conditions at any time, by stopping use of the Player.

If the User stops use of the Player, he is informed that the Terms and Conditions shall be legally terminated two years after cessation of use.

The User is hereby informed that the licence granted by the Company herein shall be legally terminated two years after cessation of use.

The Company may terminate the Player at any time, by giving a notice to the User, by any means and within a reasonable time.

11.3. If the User fails to comply with any of his obligations under the Terms and Conditions, the Company may take any action with a view to remedying and if necessary penalising the default.

If the User is in serious breach of any of its obligations under the Terms and Conditions, the Company may send a warning email as well as an email requesting the temporary suspension or definitive interruption of use of the Player, without legal formalities, without compensation and without prejudice to any damage that may be claimed by the Company. The warning shall be sent to the address given on the Form for individual users acting as such, and to the address used to send the email mentioned in article 3.2 of these Terms and Conditions for professional users acting as such. The User shall be informed of the reason for any of the above measures and the duration of the suspension period if applicable. In such a case, the User must provide confirmation of the deletion of the Player, of any complete or partial copies of the Player, and of any other file or folder provided by the company, within a period of 30 working days after receipt of the email. The above penalties may be ordered without prejudice to any civil or criminal actions to which the User may be subjected by the public authorities, by a third party or by the company.

11.4. If these Terms and Conditions are terminated for any reason whatsoever, the Player, any complete or partial copies of the Player and any other file or folder relating to the same, provided by the Company, must be deleted from the User's Terminal by the User. The User is informed that the data collected until that time will be kept by the Company under the conditions set out in [the Privacy Policy](#). However, it is agreed that the provisions of the Terms and Conditions will be the same as those governing the use of the Player up until the termination took effect.

12. General provisions

12.1. If one or more provisions of the Terms and Conditions are deemed to be invalid or are declared as such by law, or by a regulation or following a final decision of a competent court, the other provisions shall remain in force, provided that the essence of the contract is not altered.

The parties agree to replace the clause deemed to be null and invalid by a new clause that conforms to the intention of the parties.

12.2. Should the Company fail to demand or require the execution by the User of any of the provisions of these Terms and Conditions, this shall not be deemed a waiver by the Company of its right to demand or require the execution of these provisions.

Unless expressly specified herein, any declarations, agreements, waivers or other acts or omissions by the Company shall not under any circumstances be interpreted as an intention to amend the Terms and Conditions, and shall only be binding if made in writing and signed by the User and by the Company's legal representative.



12.3. The Company may, at any time, freely assign all or part of its rights and obligations under these Terms and Conditions (in particular through a sale of business assets, contribution of assets or merger).

The User may not assign his rights and obligations under the Terms and Conditions.

12.4. THE USER IS INFORMED THAT THE COMPANY IS INTENDED TO BE SUBSTITUTED BY THE A DE FACTO COMPANY WHICH WILL BE CREATED WITHIN 6 MONTHS FROM THE FIRST DAY OF THE EXPLOITATION OF THE PLAYER UNDER THE CORPORATE NAME "VRLINES" ("VRLINES").

The User accepts that any right and obligation of the Company from the present Terms and Conditions will be transmitted to VRLINES, which will automatically substituted the Company without any formality from the moment of its creation.

12.5. The User may contact the Company at the following addresses, for any questions, information or notifications:

- email: autoplayvr@vr-lines.com
- post: Kabo company 2-4 allée de Seine 93 000 Saint –Denis

13. Jurisdiction and applicable law

13.1. ANY DIFFICULTY RELATING TO THE VALIDITY, INTERPRETATION OR EXECUTION OF THE TERMS AND CONDITIONS THAT IS NOT SETTLED AMICABLY BY THE COMPANY AND ANY USER ACTING AS A LEGAL PERSON SHALL BE REFERRED TO THE COMPETENT COURT OF PARIS (FRANCE).

13.2. These Terms and Conditions are subject to French law and the language of interpretation of these Terms and Conditions shall be French.