

OZONE UNIVERSE

TERMS AND CONDITIONS

v.1.1 02/2021

1. Definitions & Agreement to be bound

1.1 Definitions

References to “us,” “we,” and “our,” means O-Zone Technologies Ltd and its employees, partners, contractors, and representatives.

References to the “website” mean the website bearing the URL <https://ozoneuniverse.com> and any other websites owned or operated by us.

References to “you,” and/or “user” mean a general user of the website, whether as a registered member, email list subscriber or general website user.

1.2. Agreement to be bound

The following Terms and Conditions, together with the relevant information set out on the website, including any features and services available, such as photographs, publications and other materials, are subject to the Terms and Conditions set forth below. Please read them carefully as any of use of the website constitutes an agreement, without acceptance, to be bound thereby by the User. By using the website and upon registration therefore, by clicking that you agree to these Terms, you represent that you have read and understand the Terms and Conditions, and that you agree to be bound by these Terms and Conditions as set forth below.



2. Intellectual property, Communications and Content



2.1 O-Zone Technologies Ltd retains ownership of all proprietary rights in OZONE UNIVERSE and in all its proprietary names, trademarks, work of art, software, and owned service marks displayed within it. You may not reverse engineer, reverse compile, or otherwise reduce to human readable form any software associated with Ozone Universe. Proprietary rights include any patent, trademark, service mark, copyright, moral right, know-how, or any other intellectual or industrial property rights, whether or not registered.


2.2 OZONE UNIVERSE allows users to send and share information (such as audio, video, text, images, 3D models, scenes, and any other digital assets) to and with other users. OZONE UNIVERSE may allow users to arrange different content and media into virtual scenes or other digital displays within OZONE UNIVERSE. You may also use OZONE UNIVERSE to customize your environment and Avatars.

O - ZONE TECHNOLOGIES, LTD
A U.K XR Limited
Company #12032972

71-75 Shelton St, London. WC2H 9JQ

 +44 07912315963 

 +1 415 316 3803 

 support@ozoneuniverse.com

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2.3 By using OZONE UNIVERSE, you agree to give OZONE UNIVERSE all rights necessary to operate. This includes, but is not limited to, a license and permission to process, transmit, and display the information you send through OZONE UNIVERSE. It also includes permission to gather and share information as described in the Privacy Policy for O-Zone Technologies Limited.

2.4 When you submit information to OZONE UNIVERSE, you continue to own the rights to your content. You grant us the right to display that information, audio, video, images, or 3D models for the purpose of operating OZONE UNIVERSE and providing the services expected by you and other users. You also agree that we may remove metadata associated with the information or data you submit.

3. Prohibited use of the Site by Users

3.1 Users are expressly forbidden to download, store, reproduce, transmit, display, copy, sell publish, distribute, provide access to any content provided by or owned by OZONE UNIVERSE, for any purposes other than using the OZONE UNIVERSE services as set out herein, unless agreed upon and entered into in a separate executed licensing agreement.

3.2 With regard to the uploading, or posting of User Generated Content, and use of the site more generally, Users may not use the Website for any of the following purposes:

3.2.1 in any way which is harmful, unlawful, illegal, abusive, harassing, misleading, inaccurate, threatening, discriminatory, or otherwise objectionable or in breach of any applicable law, regulation or governmental order.

4. Warranty and Rights – O-Zone Technologies Ltd



Whilst O-Zone Technologies Ltd uses reasonable endeavors to ensure that the Website is secure and free of errors, O-Zone Technologies Ltd accepts no liability for any disruption or non-availability of the Website. Unless specifically described in a paid contract or customized service agreement as part of our enterprise package.

OZONE UNIVERSE does not grant you any intellectual property rights in O-Zone Technologies Ltd unless these Terms specifically say otherwise. For example, these Terms do not provide the right to use any of OZONE UNIVERSE's copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

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5. Disclaimer; Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, THE INDEMNIFIED PARTIES, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS OR FIT FOR A PARTICULAR PURPOSE.

EXCEPT AS REQUIRED BY LAW, OZONE TECHNOLOGIES, Ltd, WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION DIRECT AND INDIRECT DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. THE COLLECTIVE LIABILITY OF THE INDEMNIFIED PARTIES, UNDER THIS AGREEMENT WILL NOT EXCEED \$500 (FIVE HUNDRED DOLLARS).

The Services are delivered on other suppliers hardware including Database providers and cloud providers (such as AWS, Digital Ocean, and others...) O-ZONE TECHNOLOGIES cannot be held liable for their services going out of service.

6. Third Party Providers

Please note that certain functionalities rely on third party Api integrations such as Twilio and Stripe. You can see their own privacy policy herein below for more information.

Twilio Privacy Policy: <https://www.twilio.com/legal/privacy>



Stripe Privacy Policy: <https://stripe.com/privacy>



7. Content from other Sites, Apps or user generated content.

7.1 Your use of or encounter with others' content and information posted inside OZONE UNIVERSE is at your own risk. Others may offer their own products and services through OZONE UNIVERSE, and we aren't responsible for those third-party activities. By using OZONE UNIVERSE, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful.

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7.2 OZONE UNIVERSE generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. If you allow a third-party app or site to authenticate you or connect with Ozone Universe, that app or site can access information on OZONE UNIVERSE related to you and your connections. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent, it may be required by applicable law, OZONE UNIVERSE is not responsible for these other sites and apps – use these at your own risk.

8. Data Protection (GDPR)

8.1 Under GDPR we are not required to obtain consent if we have a lawful basis of 'legitimate interest' for collecting and sharing data. Our lawful basis of legitimate interest is explained on our privacy policy.


8.2 On receipt of any data obtained from OZONE UNIVERSE, the User is expected to use that data within the framework of GDPR and legitimate interest.



9. Termination

O-Zone Technologies Ltd reserves the right to limit your use of the Services, including your ability to contact other Members or access to OZONE UNIVERSE. O-Zone Technologies Ltd reserves the right to restrict, suspend, or terminate your account if O-Zone Technologies Ltd believes that you may be in breach of this Contract or law or are misusing the Services (e.g., violating any aspect of these Terms and Conditions), with or without justification or explanation.

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