



Viewer Terms and Conditions v1.22
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Viewer Terms and Conditions

THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY (hellopupil.com/privacy), HEALTH & SAFETY GUIDANCE (hellopupil.com/advice) AND LICENSE IN CLAUSE 6 COLLECTIVELY FORM THE "TERMS" GOVERNING YOUR USE OF OUR PLATFORM. PLEASE READ THE TERMS CAREFULLY BEFORE YOU START USING OUR SERVICES. THEY SET OUT WHO WE ARE, YOUR OBLIGATIONS TO US AND OURS TO YOU IN CONNECTION WITH THE SERVICES, THE TERMS UNDER WHICH WE CAN WITHDRAW ACCESS TO THE SERVICES, AND HOW TO CONTACT US.

"We, Us, Our" refers to Digital Reality Corp Limited trading as Pupil, registered in England with company number 09696838. Our address is 42 Berkeley Square, Mayfair, London, W1J 5AW. You may contact us there in writing or email talktous@hellopupil.com.

We may change the Terms by updating them on Our Website or Platform. If We make any changes We will inform You about them using the most recent email address that You provided, if any. If you have not provided us with your email address, please check Our Website regularly to take note of any changes and the current version of terms that apply. If You do not accept any of the changes, You will have the option to stop using Our Services. If You continue to use Our Services, We will assume that You are happy with the changes. If We make significant changes, You may not be able to use the Platform until You have accepted any new terms.

These Viewer Terms apply to You in relation to Your use of Our Platform. Separate Partner terms apply to any use You may make of Our Platform to make Content available to Viewers.

Our Services

PLEASE NOTE: Any Content available through Our Platform is provided or administered by Our Partners, advertisers, other Users or third parties. While we make reasonable efforts to ensure the visual quality and accuracy of the Content made available, We do not verify any information uploaded to the Platform by third parties. We strongly recommend that You check all information, take legal advice and satisfy Yourself in person as to the accuracy and completeness of any Content before making any decisions, committing to any contract or taking any action in reliance on such Content.

If You do rely on information included within the Content and You suffer any damage because the information is inaccurate or incomplete, then unless the damage is caused by Our not having used reasonable efforts to ensure its visual quality and accuracy, We will not be liable for Your losses.

The views expressed by other Users, third parties or advertisers on Our Platform do not represent Our views or values. We do not participate in any part of any transaction between You and any other User or third party. Partners or advertisers are wholly responsible for fielding enquiries about Content they are marketing. Please direct your enquiries to them.

1. Definitions

“Content” means any data, text, images, audio, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials You may view, access, commission, create, acquire, submit, transmit or contribute to using Our Platform.

“Control” has the meaning given in section 1124 of the Corporation Tax Act 2010.

“Data” means any information, media or Content provided by You (or a third party on Your behalf) to Us in any form.

“Device” means any combination of software, hardware or both used to access Our Platform.

“Group” means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company, “subsidiary” and “holding company” having the meanings set out at section 1159 Companies Act 2006.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in Content, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Partner” means any person ordering Content, supplying or publishing Content or providing services to Viewers on Our Platform.

“Personal Data” has the meaning given to it under the Data Protection Act 1998 and (when it comes into force) the General Data Protection Regulation.

“Platform” means Our Website, content, applications and software hosted on Our servers, proprietary hardware, software and applications and any other hardware or software used or operated by Us or on Our behalf by a third party, to provide Our Services now or in the future.

“Privacy Policy” means the privacy policy which can be found at <http://www.hellopupil.com/privacy>.

“Services” means the making available of Content, features, products and services provided by Us via Our Platform and/or appointed representatives.

“User” means any person accessing Our Platform.

“Usage Data” means all data and any other information provided by Users or derived from their activity or collected by or available from the Devices they use to access Our Platform, processed in accordance with Our Privacy Policy.

“Viewer” means a user viewing Content on Our Platform.

“Virus” means any thing, device, software, code, file or program which may in Our reasonable opinion adversely affect the operation, security, availability, user experience of the Platform or Our operations.

“Website” means Our website located at www.hellopupil.com or such other URL as We may nominate from time to time.

“You”, “Yourself” or “Your” means the user accessing Our Platform.

In these Terms, a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). References to the singular include the plural and vice versa. References to a party includes its successors or permitted assigns. Reference to “writing” or “written” includes e-mails.

1. User Accounts

- 1.1 In order to access some features of Our Platform You may be required to create an account and/or provide Personal Data. Please ensure that the Personal Data provided by You is true, accurate, current and complete and that You inform Us of any changes to Your details. If You do not keep Your Personal Data held by Us up to date, We may be unable to contact You or the Services You receive may be adversely affected. We will not be responsible for any consequences arising out of this. For more information on how we deal with Your Personal Data, see clause 10 below and Our Privacy Policy.
- 1.2 If You have an account with a password, You must keep Your username and password combination secret and secure. You must notify Us immediately if You believe Your account has been compromised or subject to unauthorised use. If You do not keep Your username and password secret and someone else uses them to access Your account or to make any purchases using it, We will not be liable for any losses You suffer as a result of this prior to Your notifying Us.

2. Availability of the Platform

- 2.1 We may update and change the Platform and its look and features from time to time to reflect changes to Our Services, Our Users' needs and Our business priorities. We do not guarantee that the Platform or any Content, will always be available, error free or uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons or any other reason without notice to You.
- 2.2 You are responsible for ensuring that anyone accessing Our Platform or Your account is aware of these Terms and any other applicable terms and conditions and that they agree to be bound by and comply with them.
- 2.3 The Services rely on the transfer of data over communications networks and facilities, including those used to access the internet, such as telephone lines and mobile phone networks, maintained by third parties, over which We have no control. You acknowledge that access to communications networks and facilities is inherently associated with risks including viruses and other malware, data security breaches and piracy. We are not responsible for any losses You may suffer due to any defects, failures, breakdown, outages, non-availability or other problems with third party communications networks and facilities, or for any security breaches.

3. Accessing the Platform

- 3.1 In order to obtain maximum functionality of the Platform We recommend that You use the most current version of any software and Your Device is operating with the latest patches and updates for its operating system. While We seek to optimise the Platform for a range of the most popular Devices, We cannot guarantee that the Platform will be operable with all Devices. If Your Device is not supported or capable, You may not be able to use the Platform or Your experience may be limited.

- 3.2 To access the Platform, You will need full internet access through an internet connected Device. All traffic charges or access charges occurring due to the use of the Platform will be subject to the normal terms of Your mobile network operator or internet connectivity provider.
- 3.3 Your use of any third party products to access the Platform is governed by the terms of use of the provider of those products. Use of third party equipment or software is entirely at Your sole risk and We are not responsible in any way for any third party equipment, services or product's performance, features or failures.

4. Third Party Products and Services

- 4.1 Where Our Platform contains links to other sites and resources provided by third parties, these links are provided for Your information only. We do not endorse those linked websites or any information, products or services You may obtain from them. We have no control over the contents of those sites or resources and do not guarantee or take responsibility for them.
- 4.2 Some of Our Services may also include the facility to order products and services from third party providers. We have no control over the products or services of any third party or other third party content which appear on Our Platform and do not provide any warranty, guarantee or take responsibility for them.
- 4.3 Our Platform may include Content from third parties. We are not responsible for any misleading or inaccurate Content and do not recommend any products or services advertised by any third parties.
- 4.4 Third-party websites to which You may link from Our Platform are not under Our control, and We are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make Your own independent judgement regarding Your interaction with any third-party websites, including the purchase and use of any products or services through them. We are not liable for any loss You may suffer arising from or connected to Your interaction with any third party websites linked to from Our Platform.

5. Content and Acceptable Use

- 5.1 You may use Our Platform only for lawful purposes. You may not use Our Platform:
- a. In any way that breaches any applicable local, national or international law or regulation.
 - b. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - c. In any way that is defamatory of any person.
 - d. In any way that incites violence.
 - e. To promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - f. In any way that infringes any copyright, database right, trade mark or Intellectual Property Rights of any person.
 - g. To impersonate any person, or to misrepresent Your identity or affiliation with any person.
 - h. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional Content or any other form of similar solicitation (spam).
 - i. To knowingly transmit any data, send or upload any Content that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware

or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- 5.2 You must ensure that any Content You upload to Our Platform, and any interaction or contact You have with other Users of Our Platform, does not breach the Terms or cause damage to the Platform, Our reputation or other Users. If Your use of the Platform breaches this obligation, You will be liable to Us, and may be liable to other Users, for any loss We or they may suffer as a result.
- 5.3 We may process, revise and reformat Your Content to ensure compatibility and suitability for Our Platform and for quality control purposes. We will use reasonable endeavours to ensure that Your Data is not altered in such a way as to materially misrepresent any of the information contained within it.
- 5.4 Any Content You upload to Our Platform will be considered non-confidential. You retain all of Your Intellectual Property rights in Your Content, but You grant Us a non-exclusive, perpetual, royalty free licence to use, store, edit, reproduce, modify and copy that Content and for Us to distribute and make it available to third parties.
- 5.5 We have the right to remove, censor or edit any Content You upload or transmit on Our Platform if, in Our opinion, it is detrimental to the Platform, Our reputation or other users.
- 5.6 While the Terms require Users to ensure that their Content and interactions with other Users do not cause damage to other Users (see 5.2), We do not generally oversee, monitor or moderate any Content or User activity. You acknowledge that We have no control over other Users' use of Our Platform other than to suspend or cancel their access to the Platform or to remove their Content after We have been told about any activities which may cause such damage. You agree that, provided We take reasonable steps to suspend or cancel their access to the Platform within a reasonable time of being told about such activities, We will have no other liability to You in respect of such activities.
- 5.7 You are responsible for securing and backing up any Content You provide to Us as We cannot guarantee its retention or availability.

6. Licence & Restrictions on Use

- 6.1 You may access Our Platform for Your personal use only, subject to the Terms.
- 6.2 You agree not to use the Services for any commercial purpose unless You have a Partner account with Us.
- 6.3 Except as expressly set out in the Terms, permitted by any local law or in accordance with Our prior written consent, You must not:
 - a. copy, scrape, download, alter, modify, reproduce, cache or archive any element of the Platform except where such copying is in the course of normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;
 - b. rent, lease, sub-license, loan, translate, merge, adapt, vary, broadcast, transmit, display, sell or distribute any element of the Platform without Our consent;
 - c. alter or modify the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
 - d. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform except as permitted by applicable law (including section 296A of the Copyright, Designs and Patents Act 1988);
 - e. provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person;

- f. access Our Content through any means except the Platform or such other explicit methods We make available for the purpose;
- g. use any automated tools, systems or processes to access and use Our Platform in a manner that exceeds what a human could reasonably perform manually in the same time period;
- h. harvest or collect any Personal Data (including user names) or solicit Users for commercial purposes in any comment, messaging or interactive features of the Platform;
- i. access without authority, interfere with, damage or disrupt any part of Our Platform, any equipment or network on which Our Platform is stored or operated, any software used in the provision of Our Platform;
- j. block or inhibit any of Our Platform's functionality whatsoever;.
- k. cause or allow to be caused anything which is in Our opinion detrimental to the Platform, Our reputation or other Users.

7. Limited Warranty

- 7.1 We warrant that the Platform will, when properly used and on an operating system for which it was designed, perform substantially in accordance with its intended functions or until the application is updated, whichever comes sooner. This warranty is in addition to Your legal rights in relation to software that is faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau / Trading Standards office or national equivalent body.

8. Your Obligations

- 8.1 Using VR devices can be dangerous because you are unable to see what is happening around you. There is more information about this at the bottom of these Viewer terms and conditions, but in general, we recommend that You ensure that when using Our Platform on a VR device, You do so in a responsible manner and in a safe environment that does not contain any hazards to Yourself or others and that you follow any safety advice offered by Partners or manufacturers of the Devices You use to access Our Platform;
- 8.2 We are liable for death or personal injury caused by Our negligence. Other than that, You acknowledge the risks referred to above and agree that We will not be liable to You for any loss or damage You suffer because You did not take enough care when using the Services.
- 8.3 You must have and maintain all consents, permissions or licences needed for You to provide any Content or Personal Data to Us or Partners to make use of in accordance with the Terms;
- 8.4 You hereby confirm that all the information You have given Us or You give Us in future about Yourself and/or Your intended use of Our Services is accurate and complete and not misleading. You must co-operate with Us in resolving any matters regarding the Services.

9. Intellectual Property Ownership and Use

- 9.1 Unless otherwise indicated, all Intellectual Property Rights in or related to the Platform and Content are the property of Digital Reality Corp Ltd or Our licensors. You must not remove, alter or obscure any copyright, trademark, or other Intellectual Property Rights notices incorporated in or accompanying the Platform and Content. You will not acquire any ownership or other rights in any Intellectual Property Rights in or related to the Platform or the Content by virtue of Your use of the Platform or by way of the Terms.

- 9.2 The word mark PUPIL and the Pupil logo (“Pupil Marks”) are registered trade marks of Digital Reality Corp Ltd. You may not use or copy the Pupil Marks or any other trade marks of Us or Our affiliated companies. All other trade marks, logos or trade names used on Our Platform are the trade marks of their respective owners and may not be used without permission of the applicable trade mark holder.

10. Data Ownership and Use (Please see Privacy Policy)

- 10.1 We are the data controller of Your Personal Data for the purposes of the Data Protection Act 1998 (and, when it comes into force, the General Data Protection Regulation) in the provision of Our Services. Our and Your respective rights and obligations in relation to Our processing of Your Data is set out in Our Privacy Policy.
- 10.2 By accessing Our Platform and/or using Our Services, You grant to Us a the right to, in accordance with Our Privacy Policy, (on its own, in part or in combination with other data owned by Us or licensed to Us):
- a. use Your Data and Usage Data in the provision of the Services;
 - b. use Your Data and Usage Data in Our marketing activities;
 - c. use Your Data and Usage Data in the development and provision of new products and services; and
 - d. to transfer or licence any part of Your Data or Usage Data to third parties for use or publication by them or to enable them to provide a service to Us or You.
- 10.3 By using the Platform or any of the Services, You consent to Us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve Our products and to provide any Services to You.
- 10.4 Our services will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the Platform on the Device but this may materially impact features available and quality of service. If You use Our Services, You consent to Us and Our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of Your location data to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings.
- 10.5 We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to Our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.6 We may, where compelled to do so legally, release Your Data or Usage Data to law enforcement agencies.

11. Liability and Indemnity

Whether You are a consumer or a business user:

- 11.1 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If You are a Partner or business user:

- 11.2 Subject to 11.1 above: (a) We exclude all implied conditions, warranties, representations or other terms which may apply to Our Platform or any Content on it; (b) We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if

foreseeable, arising under or in connection with: (i) use of, or inability to use, Our site; or (ii) use of or reliance on any Content displayed on Our site.

- 11.3 In particular, but without limitation to 11.2 above, We will not be liable for: (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; (d) loss of business opportunity, goodwill or reputation; or (e) any indirect or consequential loss or damage.
- 11.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Platform or to Your downloading of any Content on it, or on any website linked to it.
- 11.5 You agree to indemnify and hold Us harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Us as a result of or in connection with: (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of Your Data; or (b) any use or misuse of Our Brand; and (c) any breach by You of the Terms or any negligent act or omission committed by You.

If You are a consumer user:

- 11.6 Please note that We only provide Our Platform on the basis of these Viewer terms and conditions for domestic and private use. You agree that if You use Our Platform for any commercial or business purposes, You will for those purposes additionally be subject to our Partner terms and conditions and to the provisions of 11.2 to 11.4 above.
- 11.7 If defective digital content which We have supplied damages a Device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay You appropriate compensation, all in accordance with section 46 of the Consumer Rights Act 2015. To the extent that you suffer damage which You could have avoided by following Our advice to apply an update offered to You free of charge or by correctly following installation instructions or having in place the minimum system requirements advised by Us, this will not be damage caused by Our failure to use reasonable care and skill and We will therefore not repair or compensate You for the damage.

12. Termination and Breach of Terms

- 12.1 If You breach the Terms, we may terminate Your ability to access Our Platform and the Services immediately. In the event of termination, You must immediately cease all activities authorised under the Terms and immediately delete or remove the Platform from all Devices. We may remotely access the Devices and remove, disable or inhibit features of the Platform from any Devices ourselves at any time.
- 12.2 If We reasonably believe that You have breached the Terms, We may take such action as We deem appropriate. This may include:
- a. Immediate, temporary or permanent withdrawal of Your right to use Our Platform and blocking, restricting or inhibiting Your access.
 - b. Immediate, temporary or permanent removal of any posting or Content uploaded by You.
 - c. Issue of a warning to You.
 - d. Legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - e. Further legal action against You.

f. Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

13. General

- 13.1 Neither We nor You will be in breach of these Terms or liable for delay in performing or failure to perform any of our respective obligations under the Terms if such delay or failure results from events, circumstances or causes beyond Your or Our (as appropriate) reasonable control.
- 13.2 If a court decides that any part of the Terms or the documents referred to in them cannot be enforced, the offending clause or wording will not apply but the rest of the document will.
- 13.3 If We or You delay enforcing the Terms, or if We or You choose not to enforce them in respect of one event, that will not stop Us or You from enforcing them later, or in respect of a subsequent similar event.
- 13.4 You may not transfer your rights or obligations under the Terms without Our prior written consent. With the exception of any member of Our Group, no one other than a party to the Terms, their successors and permitted assignees, shall have any right to enforce any of its terms. We may transfer Our rights and obligations under the Terms to another organisation, but this will not affect Your rights or Our obligations under the Terms.
- 13.5 These terms are governed by English law. In the event of a dispute requiring legal action, if You are an EU resident, You can bring legal proceedings in Your local courts or in the English courts and if We need to bring legal proceedings against You, We will do so in Your local courts, unless You agree otherwise. If you are a non-EU resident, proceedings must be brought in English courts.