

Terms of Use

November 14, 2019

You agree that your use of this OhShape software, including any patches, updates, and downloadable content associated with it, shall be subject to the terms of this Agreement. All Products including the OhShape editor are owned by OddersLab SL and its affiliates, who provide OhShape Products (collectively, “We” or “Us”).

Please read and review this Agreement before using this Product. If you do not agree with or do not wish to accept the terms of this Agreement then please do not use the Product. By using this Product or otherwise accepting this Agreement you agree to be bound by this Agreement and will represent you satisfy all of the eligibility requirements below.

YOU ARE SOLELY RESPONSIBLE FOR ANY THIRD PARTY COSTS YOU INCUR IN BY USING THE PRODUCT.

1. OhShape Maps

a. You are entirely responsible for any and all materials you transmit, create, modify or otherwise change using the Product, including any songs that you modify or distribute.

b. You shall be solely responsible for any and all of your own maps and any and all consequences of uploading, modifying, transmitting, creating or otherwise making the maps available. For any and all of your maps, you affirm, represent and warrant that:

b1. You own or have the necessary licenses, permissions, rights or consents to use and authorize Us to use all trademarks, copyrights, trade secrets or other proprietary rights in and to maps for any and all uses contemplated by the Product and these Terms;

c. You further agree that you shall not upload, submit, create, transmit, modify or otherwise make available material that:

c1. Is copyrighted, protected by trade secret or trademark laws, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have explicit permission from the rightful owner to use the material;

c2. Impersonates any person or entity or otherwise misrepresents you in any way, including creating a false identity;

c3. Would constitute, encourage or provide instructions for a criminal offense, a violation of the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

c4. Is unsolicited or unauthorized advertising, promotion, “spam” or any other form of solicitation.

d. We claim no ownership or control over the maps or Third Party Content. You or a third-party licensor, as appropriate, retain all copyrights to the maps and you are responsible for protecting those rights as appropriate.

e. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to create the maps. Specifically, you represent and warrant that you have the right to upload, modify, access, transmit, create or otherwise make available the mapsatmaps, and that creating the maps for personal use will not infringe upon any other party’s rights or your contractual obligations to other parties.

f. Without limiting the other indemnification provisions herein, you agree to defend Us against any claim, demand, suit or proceeding made or brought against Us by a third-party alleging that your maps or your use of the Product in violation of these Terms infringes or misappropriates the intellectual property rights of any third-party or violates applicable law and you shall indemnify Us for any and all damages against Us and for reasonable attorney’s fees and other costs incurred by Us in connection with any such claim, demand, suit or proceeding.

2. Product Content

a. We claim no ownership or control over Third Party Content. Third parties retain all rights to Third Party Content and they are responsible for protecting their rights as appropriate.

b. Without limiting the provisions below on limitations of liability and disclaimers of warranties, all Content (including maps and Third Party Content) in the Product is provided to you “AS-IS” for your information and personal use only and you shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit for any other purpose whatsoever the Content without the prior written consent of the respective owners/licensors of the Content.

3. Services on the Product

a. You acknowledge that the Product is a virtual reality game and map editor tool. Specifically, but without limitation, the Product allows you to create your own OhShape track levels. The Product may only be used in accordance with law. We do not encourage, condone, induce or allow any use of the Product that may be in violation of any law.

b. We do not store any maps on any of our servers.

4. Copyright Claims

We respect the intellectual property rights of others. You may not infringe the copyright, trademark or other proprietary informational rights of any party.

5. Modification of These Terms

We reserve the right to amend these Terms at any time by posting such amended Terms to the Product. No other notification may be made to you about any amendments. YOU ACKNOWLEDGE THAT YOUR CONTINUED USE OF THE PRODUCT FOLLOWING SUCH AMENDMENTS

WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDMENTS, REGARDLESS OF WHETHER YOU HAVE ACTUALLY READ THEM.

6. General Terms

a. These Terms, as amended from time to time, constitute the entire agreement between you and Us and supersede all prior agreements between you and Us and may not be modified without our written consent.

b. Our failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right.

c. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

d. Nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

e. These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent, but may be assigned or transferred by Us without restriction.

f. You agree that We may provide you with notices by e-mail, regular mail, or postings to the Product.

g. The section titles in these Terms are for convenience only and have no legal or contractual effect.

h. As Used in these Terms, the term “including” is illustrative and not limitative.

i. If this agreement is translated and executed in any language other than English and there is any conflict as between the translation and the English version, the English version shall control.