

# Terms of Service for Hubs and Spoke

Version 3.4, Effective February 9, 2020 { : datetime=“2020-02-09” }

Hubs by Mozilla is a real-time communications platform for Virtual Reality, Augmented Reality, Desktop, Laptop, Mobile, or however else you browse the internet.

Spoke is a tool to arrange 3D models into scenes for use in Hubs.

These Terms of Service explain your rights and responsibilities when you use Hubs and Spoke.

## 1. Privacy Policy

The Hubs Privacy Notice explains what information we collect when you use Hubs or Spoke and how that information is handled and shared.

## 2. Communications and Content

Hubs allows users to send information (such as audio, video, text, images, 3D models, and scenes) to other users.

Spoke allows users to arrange 3D Room models into scenes that can appear in Hubs. You can also use Hubs to customize your in-room Avatar.

By using Hubs or Spoke, you agree to give Mozilla all rights necessary to operate Hubs and Spoke. This includes, but is not limited to, a license and permission to process, transmit, and display the information you send through Hubs or Spoke. It also includes permission to gather and share information as described in the Privacy Notice for Hubs and Spoke.

When you submit information to Hubs or Spoke, you continue to own the rights to your content. You grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display that information, audio, video, images, or 3D models for the purpose of operating Hubs and Spoke. You also agree that we may remove metadata associated with the information or data you submit. If you allow allow remixing of a scene or avatar you create, you agree to license your scene under a CC-BY 3.0 license.

You also represent and warrant that you have the authority to grant Mozilla all rights and permissions necessary for the operation of Hubs and Spoke.

To learn more about how Hubs operates, you can see the source code [here](#). To learn more about how Spoke operates, you can see the source code [here](#).

Any ideas, suggestions, and feedback about Hubs or Spoke that you provide to us are entirely voluntary, and you agree that Mozilla may use such ideas, suggestions, and feedback without compensation or obligation to you.

You are solely responsible for the information you send, create, or edit using Hubs or Spoke, and the consequences of sending, creating, or editing that information.

### **3. Conditions of Use**

By using Hubs or Spoke, you agree that your use will comply with Mozilla's Conditions of Use. Mozilla reserves the right to remove any content, suspend any users, and shut down any room it reasonably believes has violated these conditions.

Please also be aware of Mozilla's Community Participation Guidelines, which address participation in Mozilla communities.

### **4. Mozilla's Rights**

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

Mozilla distributes the Hubs and Spoke software under an open source license. To learn more, you can read the license for Spoke, and you can read the license for Hubs or read the FAQ.

### **5. Services Interruption; Term; Termination**

We are continuing to develop Hubs and Spoke. As a result, we plan to upgrade and change them over time. To do this, we might have to temporarily suspend their service and it is not always possible for us to give notice. You will not be entitled to claim expenses or damages for such suspension or limitation of the use of Hubs or Spoke.

These Terms apply to your use of Hubs and Spoke and will continue to apply until ended by either you or upon notice from Mozilla. You can choose to end them at any time for any reason by discontinuing your use of Hubs and Spoke.

We may cut off your access to Hubs or Spoke, either temporarily or permanently at any time for any reason. This includes, but is not limited to, situations where we reasonably believe: (i) you have violated these Terms (ii) you create risk or possible legal exposure for Mozilla; or (iii) providing and operating Hubs is no longer commercially viable. If possible, we will make reasonable efforts to notify you through the relevant program, either Hubs or Spoke .

In all such cases, these Terms shall terminate, including, without limitation, your license to use Hubs and Spoke, except that the sections with the following titles shall continue to apply: Indemnification, Disclaimer; Limitation of Liability and Miscellaneous.

## **6. Indemnification**

You agree to defend, indemnify and hold harmless Mozilla, and its respective parent and affiliate companies, contractors, contributors, licensors, partners, directors, officers, employees and agents (“Indemnified Parties”) from and against any and all third party claims and expenses, including attorneys’ fees, arising out of or related to your use of Hubs or Spoke. This includes, but is not limited to, claims and expenses from any content you transmit, edit, or create using Hubs or Spoke.

## **7. 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, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

YOU BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE RISK THAT YOUR CONTENT IS DELETED OR CORRUPTED. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

EXCEPT AS REQUIRED BY LAW, THE INDEMNIFIED PARTIES, 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). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

## **8. Modifications to These Terms**

Mozilla may update these Terms from time to time. We will post the updated Terms online. If the changes are substantive, we may announce the update through Mozilla's usual channels for such announcements such as blog posts, forums, or in the particular service itself, in this case: Hubs and Spoke.

Your continued use of Hubs or Spoke after we post the new Terms constitutes your acceptance of the new Terms. To make your review more convenient, we will post an effective date at the top of this page.

## **9. Miscellaneous**

These Terms make up the entire agreement between you and Mozilla concerning Hubs and Spoke. The laws of the state of California, U.S.A (excluding its conflict of law provisions) govern this agreement.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions remain in full force and effect. If there is a conflict or ambiguity between a translated version of these terms and the English language version, the English language version applies.

## **10. Contact Us**

For support, to provide feedback, or to report abuse of Hubs or Spoke or violations of the Conditions of Use, you can email us at [hubs@mozilla.com](mailto:hubs@mozilla.com).

To report a claim of copyright or trademark infringement, see our policy.

For other notices, you may email us at [legal-notices@mozilla.com](mailto:legal-notices@mozilla.com) or write to us at Mozilla Corporation (Attn: Mozilla Legal Notices, 2 Harrison Street, San Francisco CA 94105).