



## PolarOS™ Terms of Service

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### AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and POLAROS, doing business as Polar ("polar", "we", "us", "PolarOS" or "our"), concerning your access to and use of the <https://polaros.xyz> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use.

**IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice

of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 12 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

## **PROHIBITED ACTIVITIES**

Accessing or using the Site has to be as is; which means you cannot use it for any other purpose other than for which we make the Site available to you.

As an user of the site, you agree not to;

- 1.** Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 2.** Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 3.** Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- 4.** Use any information obtained from the Site in order to harass, abuse, or harm

another person.

5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Use the Site in a manner inconsistent with any applicable laws or regulations.
  7. Engage in unauthorized framing of or linking to the Site.
8. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. Delete the copyright or other proprietary rights notice from any Content.
  10. Sell or otherwise transfer your profile.
11. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
  12. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
13. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
14. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
15. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
16. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
  17. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
18. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

## GNU LISENCING

PolarOS is licensed under the **GNU General Public License**.

For more information about this subject, we expect you to read and abide by their license aswell.

See (<http://www.gnu.org/licenses/gpl.html>) v2.0 or later.

## SUPPORT & SUPPORT LIMITATIONS

The term "support" is specifically handed out as a 'title' to various PolarOS Employees that voluntarily help other users that require assistance.

Support for PolarOS is offered in English [US/UK] **ONLY**. "Support" for PolarOS is provided as long as PolarOS is an active and running OS, for example when the software is discontinued support will no longer be available.

### **Support is limited to:**

- Help regarding usage of our products;
- Non-documented issues, tips and tricks regarding our software.
- Help and advice regarding our subscriptions and services; Support does not include:
- PHP or any other server-side programming language training; if you wish to modify our products, you are free to do so under the GNU/GPL license.
- SQL or any other database language training; if you wish to modify our products, you are free to do so under the GNU/GPL license.
- JavaScript or any other client-side programming language training; if you wish to modify our products, you are free to do so under the GNU/GPL license.

## **License Holders**

Licenses are handed out exclusively to PolarOS users.

Upon using the OS, you are granted a free usage license, as the software itself is free.

However, we can terminate your license at any moment without any prior notice.

## **GOVERNING LAW**

These conditions are governed by and interpreted following the laws of The Netherlands, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. PolarOS and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Groningen, which means that you may make a claim to defend

your consumer protection rights in regards to these Conditions of Use in The Netherlands, or in the EU country in which you reside.

In dire situations, going into high appeal might be optional at the; Gerechtshof Den Haag [the Hague] at the Ministerie of Justitie en Veiligheid.