

RULES OF XR BAZAAR PLATFORM

These Rules set out the type, scope and conditions of the use of the “XR Bazaar” platform, the terms and conditions of the conclusion and termination of the agreement for the provision of the service as well as the information on the processing of users’ personal data.

I. Definitions

1. **“Service Provider”** - Lenslist sp. z o.o. with its registered office in Warsaw (00-382) at ul. Solec 81B/73A, entered in the National Court Register under number KRS: 929279, maintained by the District Court for the Capital City of Warsaw.
2. **“User”** - an entity that has an account on the XR Bazaar platform where it uploads the works created by themselves in the form of video files.
3. **“Client”** – an entity that uses the Platform to find a User who meets its criteria.
4. **“Service”** - the service provided by the Service Provider consisting in granting access to the XR Bazaar platform via the Internet.
5. **“Platform”** – the XR Bazaar platform at the address: xrbazaar.co, enabling the Users to create a portfolio containing their work in the form of video files, and the Clients to find a User who meets its criteria using the filters available in the search engine on the Platform.
6. **“Content”** or **“User Content”** - video files posted by the Users on the Platform.
7. **“GDPR”** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

II. Agreement Conclusion and Termination

1. The conclusion of the Service agreement requires the User to complete the registration form available on the Service Provider’s website, to read these Rules and accept their content.
2. The Service agreement is concluded for an indefinite term.
3. The User may terminate the agreement at any time by closing their account on the Platform.
4. Once the User has closed their account, the Service Provider may remove some or all of the User Content from the Platform and the User's account within 60 days of the termination of the agreement.

III. Registration and Activation of Service

1. The User may register their account on the Platform at the following address: <https://xrbazaar.co/sign-up/>.
2. The User’s account may be an individual (artist) or business (studio) account.
3. When registering an account on the Platform, the User will provide in the registration form the data required by the Service Provider which must be true.
4. The User's account is activated by clicking on the activation link sent to the email address provided by the User during registration.
5. By registering an account, the User warrants and represents that they:

- a. have read the Rules;
 - b. agree to the conclusion of the agreement electronically;
 - c. agree to receive information about changes in the provision of the Service by the Service Provider and commercial information from the Service Provider.
6. The Service Provider may withdraw from the agreement if:
 - a. there is a reasonable suspicion that the data provided by the User during registration is false;
 - b. there is a reasonable fear that the Service will be used for purposes which are incompatible with the purpose and nature of the Service, in particular if it will be used by the User in a manner which prevents or interferes with the use of the Service Provider's or other entities' hardware resources, and if there is a reasonable fear that actions which constitute prohibited acts will be carried out by the use of the Service;
 - c. the User has previously used the Service in a manner inconsistent with its intended use or if the User has infringed the rights of third parties, the provisions of the Rules or generally applicable laws during registration or in connection with previous use of the Service;
 - d. the quality of the published work drastically deviates from generally accepted quality standards.
7. The provision of the Service to the User will start immediately after acceptance of the registration form by the Service Provider and activation of the Service by the User.
8. The creation of an account on the Platform and the use of the Platform is free of charge, provided that the Service Provider may also introduce paid services of which it will inform the User in advance.

IV. Service Terms and Conditions

1. The User may only use the Service within the scope set out herein. The Service Provider is not liable for the consequences of the operation of the software installed by the User, nor for the consequences of third parties coming into possession of passwords to access the Platform.
2. The User undertakes to use the Platform lawfully and in accordance with its intended purpose and not to take any action which consists in particular in:
 - a. posting content on the Platform that is:
 - is contrary to applicable law (including, but not limited to, incitement to violence, hatred, public insult of a group of people or an individual on the grounds of their national, ethnic, racial, religious affiliation or irreligiosity, containing pornographic scenes with children or animals);
 - is of a pornographic nature;
 - may contribute to the commission of a criminal or unlawful act;
 - promotes health and life-threatening behaviour such as violence, aggressive behaviour, incitement to self-harm, suicide and other self-destructive behaviour;
 - infringes the privacy or publicity rights of third parties;
 - b. acting, intentionally or unintentionally, to the detriment of other Users, as well as other actions to the detriment of the Service Provider;
 - c. transferring to third parties the right to use the Service without the consent and knowledge of the Service Provider;

- d. intentionally or unintentionally causing the Service system to be unstable;
 - e. infringing the rights of third parties, in particular copyrights.
3. The Service Provider has the right to introduce additional technical safeguards at any time to prevent the User from taking actions contrary to the provisions of the Rules.
4. In the event of a breach of the Rules or the occurrence of circumstances leading to the instability of the Service system, the Service Provider may, without a prior notice, withhold further provision of the Service to the User or partially limit its functionality, as well as take other measures to prevent the consequences of the breach of the Rules, without incurring any liability towards the User for this.
5. The Service Provider reserves the right to:
 - a. discontinue the Service periodically for the purposes of the Platform expansion, hardware maintenance or software updates, upon prior notice to the User by email;
 - b. send technical messages related to the operation of the Service and information about the Service Provider's current offers and promotions to the e-mail accounts provided by the User.
6. The Service Provider is not liable for the manner in which the Service will be used or for any consequences or damage resulting therefrom, interruptions in the functioning of the Service, occurring for reasons beyond the Service Provider's control, loss of data caused by external factors (e.g. hardware, software failure), which, despite the exercise of due diligence, the Service Provider had no control over.
7. The Service Provider reserves the right to remove from the Platform, at any time and without prior notice to the User, any Content which does not comply with the Rules, or which it considers harmful or inappropriate for any reason.
8. The Service Provider is not liable to the User or to any third party for the removal, non-removal or delayed removal of any Content from the Platform.
9. The User is obliged to inform the Service Provider immediately of any changes to their data provided during the account registration process on the Platform. Correspondence sent by the Service Provider by e-mail to the User's e-mail address provided during account registration on the Platform or any other address subsequently provided (changed) by the User during the provision of the Service will be deemed to have been delivered.

V. Copyrights

1. The User warrants and represents that:
 - a. they own the copyright in the Content it posts on the Platform, or have the right to publish, use, display, distribute and reproduce such Content;
 - b. the downloading, copying and use of the Content posted by it on the Platform does not and will not infringe the proprietary rights, including copyrights, patents, trademarks or trade secret rights, of any third party.
2. The User retains all intellectual property rights, in particular copyright, in any Content posted by the User on the Platform subject to section 3 below.
3. By posting Content on the Platform, the User grants the Service Provider a non-exclusive, worldwide, perpetual, unlimited duration, freely grantable sub-licence, transferable and royalty-free licence to use, reproduce, publicly display, distribute, modify, create derivative works, publicly perform and translate the User Content, for the sole purpose of providing the Services, as well as making available, promoting or improving the Services.

4. The User agrees to indemnify and hold harmless the Service Provider and its subsidiaries and affiliates, officers, employees, agents, partners and licensors from and against any and all claims, demands, losses and damages, including reasonable attorneys' fees, arising out of the User Content, the User's use of the Services, the User's interactions with other users or the User's violation of these Rules.
5. The Service Provider holds all intellectual property rights to
 - a. the tools, equipment and software used to provide the Service;
 - b. the graphic design of the Platform, the User interface and the appearance and operation of the Platform and the User interface;
 - c. the name, logo and trademarks of the Service Provider.

VI. Liability

1. The User is solely liable for the Content it posts on the Platform and for any damage arising from its posting.
2. The User is solely liable for all activities carried out through their Platform account. If the User becomes aware of a breach of security, including loss, theft, unauthorised disclosure or use of the password to their account on the Platform, or suspects such a breach, the User must immediately inform the Service Provider by sending an email to: contact@xrbazaar.co.
3. The Service Provider is not liable for damage to third parties caused by a breach or alleged breach by the User, or anyone acting on the User's behalf, of the Rules.
4. The User is responsible for keeping back-up copies of all the Content posted by the User on the Platform. The Service Provider is not liable for any loss or damage to the User Content.

VII. Personal Data Processing

General

1. The controller of Users' personal data is Lenslist Sp. z o.o. with its registered office in Warsaw, ul. Solec 81B/73A, 00-382 Warsaw, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under number KRS: 929279.
2. The Service Provider has implemented the necessary technical and organisational measures to secure the Users' personal data in accordance with applicable laws.
3. Personal data provided in forms on the Service Provider's website are treated as confidential and are not available to unauthorised persons.

Controller

1. The Service Provider is the controller of the Users' data provided in the course of registration of the account on the Platform, such as the first name, last name and e-mail address.
2. Personal data will be processed:
 - a. in accordance with personal data protection laws;
 - b. in accordance with the Rules;
 - c. to the extent and for the purpose necessary for the correct performance of the Service.

3. Each data subject (if the Service Provider is the controller) has the right of access, rectification, erasure or restriction of processing, the right to object, the right to lodge a complaint with a supervisory authority and the right to data portability, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.
4. Any data subject (if the Service Provider is the controller) and the processing of their data is based on consent given by the data subject, has the right to withdraw the consent at any time without affecting the lawfulness of the processing carried out on the basis of the consent before its withdrawal.
5. The person responsible for the processing of personal data within the Service Provider's organisation may be contacted electronically through the contact form available on the Service Provider's website.
6. The deletion of personal data may take place as a result of the withdrawal of consent to data processing or the lodging of a legally permissible objection to the processing of personal data.
7. The Service Provider reserves the right to process the User's personal data after the termination of the Service agreement or the withdrawal of the consent to process the data only for the purpose of asserting possible claims in court or if national or EU or international law obliges the Service Provider to retain the data.
8. The Service Provider has the right to make the User's personal data and other data of the User available to entities authorised under the relevant legislation (e.g. law enforcement agencies).
9. The Users' personal data will only be processed in countries that are part of the European Economic Area or in third countries when they meet the requirements of the GDPR.
10. Only persons duly authorised by the Service Provider have access to the Users' personal data.

Cookies

1. The Service Provider's website uses cookies. These are small text data sent by the web server and saved by the web browser software. When the browser reconnects to the site, the site recognises the type of device the user is connecting from. The parameters allow only the server that created them to read the information they contain. Cookies therefore facilitate the use of previously visited sites. The information collected relates to the IP address, type of browser used, language, type of operating system, internet service provider, time and date information, location and information sent to the website via forms.
2. The data collected are used to monitor and check how users use the Service Provider's website in order to improve its functionality by providing a more efficient and seamless navigation.
3. The Service Provider's website uses the following cookies:
 - a. indispensable cookies to enable the use of services available on the website, e.g. authentication cookies used for services requiring authentication on the website;
 - b. cookies used for security purposes, e.g. used to detect misuse of authentication on the website;
 - c. performance cookies, enabling the collection of information about the use of the website's pages;
 - d. functionality cookies, which make it possible to "remember" the user's selected settings and personalise the user's interface, e.g. with regard to the user's chosen language or region of origin, font size, website design, etc.
4. The User and the Client have the option of disabling or restoring the collection of cookies at any time by changing the settings in their web browser.

VIII. Miscellaneous

1. These Rules take effect as of 13/02/2023.
2. The Service Provider may at any time amend the content of the current Rules or introduce new Rules for the Service.
3. The Service Provider will notify the User of the amendment or the introduction of the new rules by sending an e-mail to the e-mail address indicated by the User for correspondence with the content of the new rules (and, in the case of changes to the rules, with information on the changes introduced) and a link to the website containing the content of the new rules or the amendments introduced.
4. The transfer of rights and obligations arising from the Service agreement concluded with the User requires the consent of the Service Provider.
5. Disputes, if any, arising from the provision of the Service will be settled by the common court having jurisdiction over the Service Provider's registered office.
6. The provisions of these Rules will be without prejudice to the applicable legal provisions, which will prevail over these Rules.