

## **Terms and Conditions**

ESCAPE SAMSARA Audio Reactive Universe (Music Visualizer and Streaming Platform)

These Terms and Conditions apply to all users of ESCAPE SAMSARA Audio Reactive Universe (“ESCAPE SAMSARA” or “ESCAPE SAMSARA Platform”).

By accepting these Terms and Conditions and by using ESCAPE SAMSARA Platform you are entering into a legal agreement which you must adhere to in order to ensure your continued use of ESCAPE SAMSARA Platform. If you do not agree to be legally bound by all of these Terms and Conditions, please do not continue to use ESCAPE SAMSARA Platform.

### **1. Access, Registration Details and Password Security**

Access to ESCAPE SAMSARA Platform is provided with the use of automatically generated password only.

When you request the password to use ESCAPE SAMSARA Platform we will require some personal information that will be used to identify you on the system. We will keep this information accurate and up-to-date.

If you are registered as a part of an organization and leave your organization or are suspended your account will be deactivated or removed depending on the requirements of your organization.

You must not disclose your password to any other person and must make every effort to ensure that it is not disclosed.

We reserve the right to change your password at any time if we have reason to believe there has been, or is likely to be, a breach of security or misuse of your password.

### **2. Availability of ESCAPE SAMSARA Platform**

We aim to provide you with the best possible service but we do not warrant that ESCAPE SAMSARA will be uninterrupted, error free or operate in accordance with your expectations. You hereby acknowledge and agree that your use of ESCAPE SAMSARA is at your sole risk and that ESCAPE SAMSARA is provided “as is” and “as available.” ESCAPE SAMSARA Platform and its licensors make no representations, express warranties and disclaim all implied warranties regarding ESCAPE SAMSARA, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, ESCAPE SAMSARA Platform and its licensors do not represent or warrant to you that: (a) your use of ESCAPE SAMSARA will be uninterrupted, timely, secure or free from error, (b) your use of ESCAPE SAMSARA will meet your requirements, and (c) usage data provided through the service will be accurate. We accept no responsibility or liability in respect thereof howsoever.

We may need to suspend or restrict your access to ESCAPE SAMSARA from time to time for maintenance or repair purposes. If we do so we will endeavor to restore access to ESCAPE SAMSARA as soon as reasonably possible.

### **3. Restriction, Suspension & Termination**

We reserve the right to restrict access to any part of ESCAPE SAMSARA to individuals or user groups.

We reserve the right to prevent, suspend, or terminate your registration and/or access to ESCAPE SAMSARA if you breach any of these Terms and Conditions and/or otherwise at our absolute discretion.

### **4. Disclaimer**

ESCAPE SAMSARA accepts no responsibility or liability whatsoever with regard to the content on ESCAPE SAMSARA.

To the fullest extent permitted by applicable law, you agree that ESCAPE SAMSARA accepts no responsibility or liability for any loss, damage or inconvenience, howsoever caused, arising from, or in connection with, any use of, or reliance placed upon, the content available on ESCAPE SAMSARA.

You understand and agree that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of or through your use of ESCAPE SAMSARA are the sole property and responsibility of the person from which such content originated.

In addition, certain of the services within ESCAPE SAMSARA provide functionality that allows active connected users to record audio and data shared during sessions. Users are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. ESCAPE SAMSARA disclaim all liability for your recording of audio or shared data, and you agree to indemnify and hold ESCAPE SAMSARA harmless from all damages or liabilities related to the recording of any audio or data.

### **5. Conduct**

Users of ESCAPE SAMSARA undertake to ensure that:

- any contribution by a user does not contain any defamatory, libellous, racist, homophobic, obscene, offensive, vulgar, insulting, threatening, abusive, or otherwise objectionable material;
- such contribution does not encourage conduct that constitutes a criminal offence, or is likely to result in civil proceedings or otherwise infringes any applicable laws, regulations or codes of conduct; and
- such contribution is your own original comment/material and does not plagiarize, infringe or misappropriate any third party intellectual property rights or confidential information.

Users of ESCAPE SAMSARA waive any and all moral rights in their contribution. ESCAPE SAMSARA has absolute discretion to remove any material posted on ESCAPE SAMSARA. By submitting your content to ESCAPE SAMSARA you warrant that the above conditions have been complied with and you indemnify ESCAPE SAMSARA against any loss, liability, costs or damage which they may incur as a result of, or in connection with, a breach of this warranty.

You agree that you are responsible for your own use of ESCAPE SAMSARA and for your Posts. "Posts" means all content submitted, posted, published, or distributed on ESCAPE SAMSARA by you or other users of ESCAPE SAMSARA, including but not limited to all notes, questions, comments, videos and recordings. You agree that you will use ESCAPE SAMSARA in compliance with these Terms and Conditions, and all applicable regional, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all export control laws.

As a condition of your use of ESCAPE SAMSARA, you will not use ESCAPE SAMSARA in any manner intended to damage, disable, overburden, or impair any ESCAPE SAMSARA server or the network(s) connected to any ESCAPE SAMSARA server or to interfere with any other party's use and enjoyment of ESCAPE SAMSARA. You may not attempt to gain unauthorized access to ESCAPE SAMSARA, other accounts, computer systems, or networks connected to any ESCAPE SAMSARA server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on ESCAPE SAMSARA, its servers, or associated computers through any means not intentionally made available through ESCAPE SAMSARA. If you are a registered user, you will not share your password or let anyone else access or compromise your account.

You agree not to scrape, or otherwise download in bulk, any ESCAPE SAMSARA content, including but not limited to a list or directory of users on ESCAPE SAMSARA, Posts or user information, online content, materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using ESCAPE SAMSARA (although you are welcome and encouraged to use an anonymous username and to act in a manner that keeps your identity concealed).

THE FOLLOWING ITEMS ARE PROHIBITED ON ESCAPE SAMSARA:

1. Content that defames, harasses or threatens others;
2. Content that discusses illegal activities with the intent to commit them;
3. Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
4. Profane, pornographic, obscene, indecent or unlawful content;
5. Advertising or any form of commercial solicitation;
6. Content related to partisan political activities;
7. Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
8. Content that contains intentionally inaccurate information or that is posted with the intent of misleading others; and
9. You may not submit, post, publish, share, or otherwise distribute any of the above prohibited items on or via ESCAPE SAMSARA.

## 6. Intellectual Property Rights

All Intellectual property rights in ESCAPE SAMSARA shall be solely and exclusively owned by ESCAPE SAMSARA. Background intellectual property rights (such as content for example) shall remain the property of the party introducing the same. For the avoidance of doubt all trade marks are part of the background intellectual property of the respective party. Users shall not, and shall not assist, authorize or encourage any third party (without prior written consent) to;

1. use any background intellectual property rights or intellectual property rights owned by ESCAPE SAMSARA or its parent organizations or any other acknowledged third party, for any purpose other than the purpose of accessing e-learning via ESCAPE SAMSARA under the terms of clause 8 of these terms and conditions;
2. use or transmit any background intellectual property rights or intellectual property rights owned by ESCAPE SAMSARA or its parent organizations, or any other acknowledged third party, on or to any other website or network;
3. modify or create derivative works based on any background intellectual property rights (including trademarks) or intellectual property rights owned by ESCAPE SAMSARA or its parent or subsidiary organizations, or any other acknowledged third party;
4. use any content or any part thereof, to provide services to third parties or allow any third party to have access to or use of the content or any part thereof, for any purpose whatsoever, other than for demonstration purposes;
5. remove or modify any ESCAPE SAMSARA or its parent organizations, or any other third party, marking of confidentiality, proprietary information, copyright notice or trade mark contained within ESCAPE SAMSARA or on or in any of the content;
6. make copies of, or any modifications or enhancements to, any of the service; or

7. copy, reverse engineer, disassemble or decompile the content or any portion thereof, nor permit any third party to do so.

When providing content, software, equipment or other items, users will obtain all necessary consents, licenses and approvals in relation to our use of such items and/or intellectual property rights, and will indemnify ESCAPE SAMSARA for any liability incurred by ESCAPE SAMSARA as a result of their failure to obtain such consents, licenses and approvals. The materials on ESCAPE SAMSARA (including but without limitation the text, artwork, graphics, photographs, film footage, trademarks and logos) are subject to copyright and/or other intellectual property rights. You agree to comply with our all copyright notices attached to materials

## **7. Links to Third Party Web Sites**

We may provide links to various third-party web sites. If provided, these links are solely provided as a convenience. Such linked third-party sites are not under our control. We are not responsible or liable for the contents available at any such linked site. The appearance of a third-party link on this site does not imply our endorsement of the linked site, its sponsor or any products or service offered on the linked site. Use of any linked site is at your own risk.

## **8. License to Use**

Each user of ESCAPE SAMSARA is granted a royalty-free, limited, personal, non-perpetual, non-exclusive, non-transferable license to use ESCAPE SAMSARA.

This license is granted subject always to the user complying with all of these Terms and Conditions.

Nothing in this Agreement shall be construed as restricting ESCAPE SAMSARA rights to license, sell, lease, market, publish or otherwise distribute in whole or in part, directly or through a third party any products or services or to develop and/or provide hosting services in respect of any ESCAPE SAMSARA for any third parties.

Users may not use ESCAPE SAMSARA to provide services to their clients (including, but not limited to, individuals and organizations) without our prior written permission.

Users may not use ESCAPE SAMSARA to facilitate income generation without our prior written consent.

## **9. Data Protection**

ESCAPE SAMSARA or its parent or subsidiary organizations stores and uses data within ESCAPE SAMSARA in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016) ("GDPR"). By agreeing to these terms and conditions, users consent to ESCAPE SAMSARA holding and processing data in the ways described below.

Users agree that ESCAPE SAMSARA will be acting in the capacity of "Data Controller" for personal data and sensitive personal data held within ESCAPE SAMSARA.

## **10. Personal Data**

The personal data (including but not limited to date of birth, gender, primary hand, height, country, time zone) held by ESCAPE SAMSARA is handled as follows :

First Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the user.

Last Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the user.

Location: this is used for time zone / localization purposes.

Email Address: this is used for the purposes of communicating with the user and authentication to ESCAPE SAMSARA.

Event History: this data is held for the purposes of event management.

Personal data is controlled, transferred and processed in accordance with our privacy policy.

Identifiable personal data is accessible by the user, the Domain Administrator and event administrators.

Identifiable personal data is never shared with outside organizations save as provided in the privacy policy.

Identifiable personal data held in ESCAPE SAMSARA is never used to communicate with the user outside of the purposes of event provision or management.

Identifiable sensitive personal data is never passed to third party organizations.

Where an account is closed, personal data and sensitive personal data, with the exception of the username, transaction data and the event history, is completely removed from ESCAPE SAMSARA within a period of six months.

The event history is retained indefinitely by ESCAPE SAMSARA for evidential purposes that might arise. It is not possible to link this data to the user identity without access to the employee record in the organization's human resource system.

You agree to comply with the ESCAPE SAMSARA acceptable use policy which shall be updated from time to time without notice. The use of ESCAPE SAMSARA shall be subject to our privacy policy available at [escapesamsara.com](http://escapesamsara.com) which accords with the GDPR and may also subject to change from time to time without notice.

## 11. Limitation of Liability

The limited warranties in these Terms and Conditions are exclusive and in lieu of all other warranties. We make no other warranty, express or implied. Any implied warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms but nothing contained herein excludes or limits our liability for death or personal injury caused by our negligence, or for our fraudulent misrepresentation. Subject to above, you expressly understand and agree that ESCAPE SAMSARA, its subsidiaries and affiliates, and its licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss. Notwithstanding the foregoing, in the event that ESCAPE SAMSARA is liable to you, the entire liability of ESCAPE SAMSARA to you for claims arising out of or in connection with ESCAPE SAMSARA will not exceed €100). This amount (subject to these Terms and Conditions and applicable law) will be in lieu of all other legal or equitable remedies and all liabilities or obligations on our part for damages arising out of, relating to, or in connection with use of ESCAPE SAMSARA and these Terms and Conditions, including, but not limited to, the licensing, delivery, installation, use or performance of ESCAPE SAMSARA, the integration of ESCAPE SAMSARA with other software or hardware or the service provided thereunder. The limitations on ESCAPE SAMSARA's liability to you shall apply whether or not ESCAPE SAMSARA has been advised of or should have been aware of the possibility of any such losses arising.

## 12. Indemnification

You agree to hold harmless and indemnify ESCAPE SAMSARA, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to (a) your breach of these Terms and Conditions (anyway whatsoever), (b) your use of ESCAPE SAMSARA, (c) your violation of applicable laws, rules or regulations in connection with the service, or (d) your content including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature, including but not limited to those in respect of claims and actions by third parties alleging breach of their intellectual property rights. In such a case, ESCAPE SAMSARA will provide you with written notice of such claim, suit or action.

## 13. Confidentiality

Users shall not use, nor disclose to any third party any confidential information.

Any confidential information obtained from, or relating to, the disclosing party shall be the property of the disclosing party.

## 14. Changes to these Terms and Conditions

We may update or amend these Terms and Conditions from time to time. Any changes will be posted online and will take effect from the date of posting. You are responsible for reviewing this file regularly to ensure you are aware of any changes made to the Terms and Conditions. Your continued use of ESCAPE SAMSARA after the changes have been posted means you agree to be legally bound by the new Terms and Conditions.

## 15. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Estonia and any disputes arising shall be subject to the exclusive jurisdiction of the courts of Estonia.

Terms and Conditions Last Update: **11th January 2021**