

Terms of Services

VisualCamp Co., Ltd (“VisualCamp,” “we,” “us,” “our”) provides its services (described below) to you through its SeeSo SDK (the “SDK”) and related services (collectively, such services, including any new features and applications, and the SDK, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). By accessing or using the Service you agree to be bound by these Terms. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST VISUALCAMP ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description

The Services are designed to provide SeeSo SDK, an eye tracking software generating gaze data to developer.

Modifications to Service

VisualCamp reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that VisualCamp will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service

General Practices Regarding Use

You acknowledge that VisualCamp may establish general practices and limits concerning use of the Service. You further acknowledge that VisualCamp reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Account

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Communication

By creating account, you consent for marketing or promotional materials and other information we may send. If you want to unsubscribe e-mail we send, you may opt out of receiving any, or all, of these communications from us by requesting account deletion or unsubscription via official e-mail address. (contactus@seeso.io or contactus@visual.camp)

License

License Type

SDK activates with three license plans; Trial License, Commercial License for Business, and Commercial License for Ambassador.

Trial license and Commercial License for Ambassador is free of charge until promised date by communication. Please refer License policy for more detail.

For Commercial License for Business, you will be billed in advance on a recurring and periodic basis. Billing cycles are set depending on the type of contract you signed when negotiating the cost of license.

Notice for Expiration and Renew

VisualCamp will provide notice before expiration date or contract renewal date of each license. You can see the date by:

- visiting dashboard page of manage.seeso.io
- notification e-mail
- any type of contact from VisualCamp member

Change of License or pricing plan

VisualCamp, in its sole discretion and at any time, may modify the License or pricing plan for SDK. We will provide you with a reasonable prior notice of any change in license or pricing plan to give you an opportunity to terminate your Subscription before such change becomes effective.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

User Conduct

The following are examples of the kind of use of the Services that is illegal or prohibited by VisualCamp. VisualCamp reserves the right to investigate and take appropriate legal action against anyone who, in VisualCamp's sole discretion, violates this provision, including without limitation, prohibiting such violators from using the Services and reporting them to the law enforcement authorities. You agree to not use the Service to:

- a) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- b) violate any applicable local, state, national or international law, or any regulations having the force of law;
- c) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Intellectual Property

Software

You acknowledge and agree that the technology and software underlying the Service or distributed in connection therewith (the "Software") are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws ("IP Rights") and that the Software is the property of VisualCamp, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software or infringe or interfere with VisualCamp's IP Rights in any way. Any use of the Service or other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by VisualCamp.

Trademarks

The VisualCamp name and logos are trademarks and service marks of VisualCamp (collectively the "VisualCamp Trademarks"). Other VisualCamp, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be

affiliated with or connected to VisualCamp. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the VisualCamp Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of VisualCamp Trademarks will inure to our exclusive benefit.

White labeling

If you want to use SDK licenses white-labeled based in application or website, developer must notify privacy policy to end-user and get consents from users before activating the SDK. Please refer SeeSo logo, branding, Terms and conditions, and Privacy Policy when you write privacy policy.

Third Party Content

You acknowledge that VisualCamp provides a platform that augments your ability to use third party websites, applications, and materials (“Third Party Content”). VisualCamp has no control over Third Party Content and VisualCamp is not responsible for and does not endorse any Third Party Content. Under no circumstances will VisualCamp be liable in any way for any damage or loss caused by your access to or use of Third Party Content through the Service. You agree that you must evaluate, and bear all risks associated with, the access to and use of Third Party Content, including any reliance on the accuracy, completeness, or usefulness of such content. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that VisualCamp is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify and hold VisualCamp and its affiliates and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Termination

You agree that VisualCamp, in its sole discretion, may suspend or terminate your use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if VisualCamp believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. VisualCamp may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that VisualCamp may immediately bar any further access to such files or the Service. Further, you agree that VisualCamp will not be liable to you or any third party for any termination of your access to the Service.

General

These Terms of Service constitute the entire agreement between you and VisualCamp and govern your use of the Service, superseding any prior agreements between you and VisualCamp with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use other VisualCamp services, affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and VisualCamp agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of VisualCamp to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of VisualCamp, but VisualCamp may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. The Service may provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VISUALCAMP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. VISUALCAMP MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Your Privacy

At VisualCamp, we respect the privacy of our users. For details, please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Contact Us

Please contact us at contactus@seeso.io to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

Last modified: 2021-10-25