

VAGON STREAMS

# Terms and Conditions

Last Updated: 18.02.2022

This Terms and Conditions ("Agreement") is signed between Vagon, Inc., a Company incorporated under the laws of Delaware, USA ("Company", "Vagon", or "Us") and user ("User/s", "You" or "Your"). The term "user" as used in this Agreement means either an individual utilizing any of the Services in his or her individual capacity or the company or other entity affiliated with an individual utilizing any of the Services on behalf of that company or other entity.

This Agreement shall be effective (i) when You start using the services of Vagon or (ii) when You sign in from [www.vagon.io](http://www.vagon.io) or access Applications. Please read all herein articles and provisions carefully. When You accept the terms of this Agreement or start using our services, you agree, declare and undertake (i) that you have read and understood the articles of this Agreement, (ii) that you fully understand, and be bound by all provisions. In the event that the work and transactions specified in this Agreement are restricted, prohibited, or otherwise regulated under your local law, You are solely liable to your local authorities for benefiting from our services.

The Company shall not be liable for your actions which may classify as unlawful under your local law.

## 1. DEFINITIONS

**Service/s:** Cloud-based application streaming service through online system via Channels.

**Channels:** Vagon.io and all access platforms such as Application Programming Interfaces ("API") and Software Development Kits ("SDK").

**Applications:** Applications of Vagon can be accessed through Vagon.io and all access platforms (desktop and mobile).

**Services Fee:** The Services Fee contains the Stream Server usage fee, network data usage fee, application storage fee, and all the additional fees charged by the Company such as file storage fee, optional feature(s) fee(s), third party license fee(s), client support fee, and custom development fee, where applicable.

**Force Majeure:** Any incident that caused being deemed to include but not restricted to acts of God, Fires, Explosion, Natural Disaster, Floods, Epidemics, Strikes, Lockouts, Labor Trouble, Injunctions, Wars or Riots, Compliance with Laws, Regulations, Order or actions or restrictions caused by the Server Provider.

**User Content:** All of the content including but not limited to visual and auditory content, application file/s, coding and data created or provided by the User to be used with the Service. .

**Stream Server/s:** The virtual computer space provided by Vagon to carry out Services for the User. This virtual computer space will be provided within Vagon Datacenters and/or within the Server Provider infrastructure.

**Server Provider:** Cloud services provider companies.

**Stripe:** A payment service provider company, titled as "Stripe, Inc."

**Intellectual Property Rights:** All worldwide Intellectual Property Rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

## 2. SERVICES

2.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide User the Services during the Term of this Agreement. User and any End Users may access and use the Services in accordance with this Agreement and published Policies, then in effect.

2.2. Subject to the terms hereof, Company will provide User with reasonable technical support services.

2.3. Company may update, change, discontinue, or deprecate the Services, or change or remove features or functionality of the Services from time to time. If Company changes the Services in a manner that affects the functionality of the Services, Company will inform User via the email address associated with the account with a reasonable time period prior to such changes.

2.4. Company reserves the right to offer features or functionalities that Company is still testing and evaluating. These features or functionalities will be identified as "Beta Services." Notwithstanding anything to the contrary in this Agreement, the following terms apply to all Beta Services: (a) you may use or decline to use any Beta Services at your own discretion; (b) Beta Services may not be supported and may be changed at any time without notice to you; (c) Beta Services may not be as reliable or available as Services; and (d) Company will have no liability arising from our in connection with the use of Beta Services.

2.5. You may not use the Company Services if you are a person barred from receiving the Company Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Company Services. You affirm that you are over the age of 13, as the Company Services are not intended for children under 13.

### 3. REPRESENTATION AND WARRANTY

With agreeing on the terms and provisions of this Agreement, Users represent and warrant the Company that User is lawfully able to enter into an agreement and use the services. If a User is signing this Agreement on behalf of an entity, the individual accepting this Agreement represents and warrants to the Company that User has the authority to bind the entity to this Agreement and agrees on the entity's behalf to be bound by this Agreement.

### 4. REGISTRATION

4.1. For using the Services, You need to register to the Applications with your e-mail address and password. After the registration, You will have access to your dashboard. For using the Services, You may need to give additional information regarding the billing of

the Service Fee and security of the Applications. For details of the requested personal or corporate information please read our Privacy Policy.

4.2. Users agree and accept that all personal or corporate information that has been provided is correct and will be updated in case of any change of this information. Users are solely responsible for protecting their accounts with strong passwords and keep the security of their accounts.

## 5. HOW THE SYSTEM WORKS

5.1. After registration, You will have the option to choose the Service details such as server configuration, coverage and features presented by the Company. After choosing Your preferences and confirmation , the Company will start provide Services to You. Integration of Services to your website or flow can be achieved via either using the iframe link generated for you by the Company or through integration services in Channels. . Integration of the Services to User's website or flow will be carried out by the User and it is User's responsibility.

5.2. You will be able to use the Services through the interface in accordance with the law and this Agreement. Access speed to Stream Servers may vary depending on end users' location, server density, the browser extensions and Force Majeure events. The Company does not guarantee the speed and continuousness of access to Stream Servers.

## 6. THIRD-PARTY RIGHTS

6.1. Unless otherwise specified under this Agreement, Users shall be solely responsible for their use of the software or content which belong to third parties, with the Services. Vagon may provide installation services for some third-party applications and tools for reasons including but not limited to facilitating the onboarding process. Users shall undertake, accept and declare that their use does not infringe upon any third-party's rights and they further agree that they will remove any content that constitutes an infringement. Vagon is not a party of any dispute which shall arise from the User's infringement of this provision.

6.2. The Service or third parties may provide, applications, resources, and links to other accessible sites. Since Vagon has no control over such sites, applications, and resources, Users are acknowledged, and they agree that Vagon is not responsible for the availability

of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Users further agree that Vagon, directly or indirectly, shall not be responsible or liable for any damage or loss caused, or alleged to be caused by, or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

6.3. Vagon uses the servers provided by the Server Providers and renders its Services through those and / or Vagon's own datacenters. In this context, any third-party's, including Server Providers, content or service, shall not be included and accounted as the Services provided by Vagon. For the avoidance of doubt, Services do not include any third-party services or contents.

6.4. You represent and warrant that User Content does not and will not violate any third-party rights, including, without limitation, any Intellectual Property Rights. If User becomes aware that any Content violates any provision of this Agreement, User agrees to remove the applicable part of User Content from the Services. You are solely responsible for maintaining licenses and adhering to the license terms of any software you run related to your use of the Services.

## 7. LICENCING & OWNERSHIP

7.1. Vagon does not have any ownership rights to User Content produced by Users and Users will be deemed to be the sole owner of their content. However, it should be noted that Vagon has the right to access and share User Content as required by Article 8, Security of the Services.

7.2. Other than the User Content, any content visual design, graphics, information, data, coding, product software, and any data provided or produced by and subject to the rights of Vagon shall be under the ownership of Vagon. The access right provided by Vagon, under the Services, to the Users grants the User a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to use and does not grant any right to claim ownership, etc., on any content owned by Vagon.

7.3. The license rights for all third-party applications and software installed to Stream Servers either via Vagon's services or by Users belong to third parties and Users are solely responsible to comply with their related service and licensing terms. Any damages,

unauthorized access, or unfair use by Users to the third party applications will constitute a breach of this Agreement. Vagon reserves the right of recourse to the relevant User for any legal or penal sanctions to be made by third-party licensors holding the license rights.

7.4. Vagon ensures the Users a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to download and use Applications strictly to access and use the Services solely in accordance with this Agreement. Within this scope, Users obtain no additional rights regarding Vagon apps (in general over the Applications), including any related Intellectual Property Rights.

## 8. SECURITY OF THE SERVICES

8.1. Vagon will take technical and organizational security measures to keep Users Data safe. Security measures are aimed for (i) the protection of the User Data, against any unauthorized access and (ii) to keep the Services work properly. However, in addition, the User shall take the necessary measures to ensure the ultimate security of User Data and Content. In this context, the User accepts (i) that Vagon cannot be responsible for all security breaches, (ii) Vagon cannot be responsible for misuse and / or breaches caused by User's distribution of the Service and (iii) that the User is responsible for all errors and their direct or indirect consequences that may occur in his / her software and operating systems upon using Vagon's Services.

8.2. Vagon reserves the right to access the Users Data in the following cases. In these cases, Users will be notified of any access by Vagon.

- a. Required by (i) the law to be applied to the Agreement or (ii) the User is subject to or (iii) requested by a court order.
- b. To comply with the decision of a State body which the User or the Company is obliged to comply with,
- c. Violation of the Agreement which will damage Vagon.

8.3. Users shall take necessary measures to protect User Content against unauthorized access. Users shall notify the Vagon immediately, in case of unauthorized access to the Service or sufficiently suspected on a breach of the security and privacy of Users Content.



## 9. USAGE LIMITATIONS & PROHIBITIONS

9.1. Users are prohibited to use the Service (i) for any illegal purpose or (ii) to violate any local, state, national or international law. Users are prohibited to violate or encourage others to violate, any right of a third party or Vagon itself, including by infringing or misappropriating any third-party's intellectual property rights and interfere with security-related features of the Service, including by disabling or circumventing features that prevent or limit access to the Services or reverse engineering or otherwise attempting to discover the source code of any portion of the Applications except to the extent that the activity is expressly permitted by applicable law.

9.2. Accessing the Applications or the Services by the illegal methods and uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, attempting to collect personal information about another user or third party without consent, interfering with or disrupting any network, equipment, or server connected to or used to provide, perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, or accessing any other User's account without permission are strictly prohibited.

## 10. SERVICE FEE & PAYMENT

10.1. User shall pay the Service Fee according to the usage of the Service by the User. Services Fee will include all fees as well as usage time of Services. . Stream Server usage time will be charged in minutes depending on the performance type User chooses multiplied by related performance price per minute. Network data usage fee associated with the Service usage will be added to the Stream Server usage and charged by the minute together. Stream Server and network data usage prices may vary for different Stream Server locations. User has the option to choose among the provided streaming quality options. User's preference on streaming quality may affect the cost associated with it. Application storage fee will be charged monthly for related application per each choosen Stream Server location. If User requires additional storage space for the related application, additional disk space fee will be added to the application storage fee. If user chooses to use file services, file storage fee will be charged on a monthly basis for the total stoge. Vagon may also charge support fee, customization fee, or optional and

custom feature charges where applicable. Vagon may charge the associated items of the Service Fee together with or separately at Vagon's own discretion on this matter. O

10.2. Vagon reserves the option to provide a prepayment method through which the User deposits balance before using the service and service charges will be deducted from this balance and when necessary through their payment methods. Vagon may provide bank transfer and / or card payment methods as means of balance deposits for the Users and Users can deposit more funds to their balance anytime. If the User's balance doesn't have adequate funds, the User's payment method can be charged for all service charges when necessary. Vagon may choose to charge User's balance or payment method as the primary method of Services Fee.

10.3. Vagon reserves the option to charge the User more frequently for fees accrued if the Company suspects that your account is fraudulent or at risk of non-payment. All card payments will be made by the Stripe. Vagon reserves the right to charge a payment processing fee for any transaction and Vagon also reserves the right to change the Services Fee. In case of any change to the Services Fee, new fees are applicable via notice and monthly fees shall be charged by the beginning of the next month after the notification regarding the change. Services Fee prices will be declared at [www.vagon.io/streams/pricing](https://www.vagon.io/streams/pricing).

10.4. All fees are calculated without including the taxes payable by Vagon. All taxes payable by Vagon, to the extent permitted by the applicable law, shall be borne by the Users (taxes will be added to the subscription fee). Users shall provide enough information upon request that is reasonably necessary for Vagon to determine if we are obligated to collect taxes from the User.

## 11. BETA SERVICES

11.1. Vagon might from time to time offer beta services or features and functionalities that it is still testing and evaluating (Collectively "Beta Services"). If Users desire to test and evaluate beta services, they may do so. In this case, Users acknowledge that beta services are still under development and testing and that Vagon has not made the Beta Services generally available as a formal Vagon product or service. Vagon may determine the fees for the Beta Services in its sole discretion; however shall inform the Users about fees before they start using the Beta Services.



11.2. Vagon may, in its sole discretion, provide Users with certain support and consultation services with respect to the Beta Services free of charge to assist in the evaluation and testing activities under this Agreement; provided, however, that Vagon is not obligated to correct any bugs, defects, or errors in the Product or otherwise support or maintain the Beta Services. Vagon, in its sole discretion may discontinue any support or consulting services at any time.

11.3. Users may provide feedback to Vagon about Beta Services. All Feedback is provided at the sole discretion of User. Users hereby assign to Vagon all right, title and interest in the Feedback, including all intellectual property rights therein.

11.4 BETA DISCLAIMER – THE BETA SERVICE LICENSED HEREUNDER MIGHT CONTAIN DEFECTS AND BUGS AND IS AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR THE SOLE PURPOSE OF PROVIDING VAGON WITH FEEDBACK ON QUALITY, USABILITY, PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. USERS ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICES. THE POSSIBILITY OF THE CORRUPTION OF DATA AND/OR THE LOSS OF DATA EXISTS. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH THE USE OF THE BETA SERVICES.

## 12. GENERAL DISCLAIMER

12.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF SERVICES IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT VAGON HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING WHICH USERS GAIN ACCESS TO OR USE THE SERVICES, WHAT EFFECTS THE CONTENT MAY HAVE ON YOU, HOW YOU MAY INTERPRET OR USE THE CONTENT, OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. YOU RELEASE VAGON FROM ALL LIABILITY FOR YOU HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICE. VAGON MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES AND VAGON WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. VAGON SHALL MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR

NON-INFRINGEMENT OR THAT ANY CONTENT, OR THAT USER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

12.2. VAGON DOES NOT GUARANTEE THAT THE SERVICES ARE PROVIDED UNINTERRUPTED AND INDEFINITE. YOU CAN NOT REFER TO VAGON WHEN ANY INTERRUPTION AND SYSTEMATIC PROBLEMS OCCUR. VAGON CAN PAUSE THE SERVICES ANYTIME IT WANTS.

## 13. LIMITATION OF LIABILITY

13.1. To the extent permitted by applicable law, Vagon shall not be liable for any direct, indirect, negligent or deliberate damages arising from any loss of profit, loss of income, loss of any User, loss of data, and legal and criminal sanctions arising from such losses.

13.2. Vagon shall not be liable for any damages caused to the Users directly or indirectly due to the slowdown, rupture, interruption of access in the Services or loss of User Content and so on provided to the Users.

13.3. In the event that a User violates the Agreement or uses the Services for unlawful purposes, Vagon has the right to (i) terminate or suspend the Agreement, and (ii) restrict or close access to the User Content and/or Services, with its sole discretion.

13.4. In the event that Vagon directly or indirectly incurs any damage due to the circumstances and conditions specified in Article 14, Vagon reserves the right to reclaim these damages from the User concerned.

## 14. INDEMNIFICATION

Users agree to release and to indemnify, defend and hold Vagon, and its affiliates and agencies, as well as the officers, directors, employees, shareholders, and representatives, harmless from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs), claims or actions of any kind whatsoever arising of resulting from Users use of the Services, Users violation of the Agreement, and any of the Users acts or omissions that implicate publicity rights, defamation or invasion of privacy. Vagon reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by User and, in such case, Users agree to cooperate with Vagon in defense of such matter.

## 15. NO WAIVER

Failure by Vagon to exercise its rights or to apply certain provisions under this Agreement shall not affect the application of this right or provision at a later date and shall not constitute a waiver. In the event of any violation of any clause of the Agreement by the User, the failure of Vagon to act against this breach shall not constitute a waiver.

## 16. MODIFICATIONS

16.1. Vagon reserves the right to amend, update and make any additions to this Agreement, to the extent required. This change will be notified via e-mail, Applications pop-up to Users before it is applied. If Users continue to benefit from the Services, Users will be deemed to be aware of and approve the new version of the Agreement and all the amendments.

16.2. By accepting the updated version of Agreement, and/or keep using the Services, all previous Agreements or any other User's agreements shall be terminated.

16.3. Vagon reserves the right to create additional contracts with the User as an extension to this agreement to change or modify terms where it seems appropriate.

## 17. TERM AND TERMINATION

Subject to the termination terms as provided below, this Agreement will commence upon the Effective Dates and will remain in effect until terminated. Vagon may terminate and suspend all or a part of the Services and your access to the Services immediately, without prior notice or liability, if you breach any provision and/or article of the Agreement. Upon termination by Vagon, Your access and Your right to use the Services shall immediately cease. Upon any termination of this Agreement, Company will make all User Content available to User for electronic retrieval for a period of five days (5) days, but thereafter Company may, but is not obligated to, delete stored User Content. Vagon shall not be held liable for deleting stored User Content and any damage this may cause to the User in case of termination under this Section. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, ownership of Services and limitations of liability. User will be responsible for proportional Fees up to and including the last day on which the Services are provided and any advanced Fee will

be returned, prorated through last day of Services, to User with thirty (30) days of termination.

## 18. SEVERABILITY

If any article or a part of an article within the Agreement, for whatever reason becomes invalid or unenforceable, the subject article will be considered inexistent and will have no effect or validity.

## 19. CONFIDENTIALITY

The Confidential Information of either party may be used by the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted herein. Each party will only disclose Confidential Information of the other party to the employees, service providers or contractors of the recipient party who need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty under this Agreement. Both the Company and the User will diligently protect the confidentiality of the other party's Confidential Information. The above protections of Confidential Information will not apply if the recipient can show by written records that the information: (a) was already rightfully known to the recipient at the time of disclosure; (b) was disclosed to the recipient by a third-party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or, through no fault of the recipient, has become generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation or the listing rules of any stock exchange. The recipient will provide the other party notice, when practicable.

## 20. ASSIGNMENT

This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by Users without the prior written consent of Vagon. Any assignment of rights or delegation of duties or obligations hereunder made by Users without such prior written consent of Vagon shall be void and of no effect.

## 21. NOTIFICATIONS

Notifications that may need to be made pursuant to the Agreement shall be made by e-mail to the specified e-mail address during the registration process. All of the User communications will be pursued by [info@vagon.io](mailto:info@vagon.io). In case of a change of the e-mail address, unless the related User changes his/her e-mail address on the Applications, all notifications sent to the last known address will be deemed valid, binding and duly served. All of the communications and notifications must be in the English language.

## 22. EFFECTIVENESS

This Agreement shall be effective starting from the registration and accepting date of it. Any amendments to this Agreement shall be effective with the terms of article 16, Modifications.

## 23. LANGUAGE

All communications and notices to be made or given pursuant to this Agreement must be in the English language.

## 24. DISPUTE RESOLUTION

The parties agree to exercise reasonable efforts, to resolve any dispute in good faith. If a dispute is not resolved within thirty (30) days of notice, either party may resort to a formal proceeding at the courts of Delaware, USA.

## 25. APPLICABLE LAW AND JURISDICTION

All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction. In case of any dispute courts of County of New Castle, Delaware shall have jurisdiction to resolve such dispute.

## 26. SIGNATURES

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement and any counterpart original may be executed and delivered by facsimile transmission. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

## Ready to focus on your creativity?

Vagon gives you the ability to create & render projects, collaborate, and stream applications with the power of the best hardware.

Create a Vagon Account

## Vagon Blog





Run heavy applications on any device with your personal computer on the cloud.

San Francisco, California

Preinstalled Apps

Shared File Manager

Unreal Engine Pixel Streaming

Vagon Files

Usage Plans

Unity Verified Streaming Solution

iPad & Tablet Support

Application Usage Monitoring

Enhanced Analytics

Pricing

Computer Templates

Whitelabel Streaming

Login | Register

Permissions

Usage & Budget Limits

Pricing

Demo Experiences

[Terms & Conditions](#)

Pricing

### Solutions

### Use Cases

### Resources

Cloud Computer

Digital Art & CGI

Invite Friends

Team Workspaces

Post Production & VFX

Vagon Regions

Application Streaming

CAD & CAM Engineering

Region Based Pricing

Pixel Streaming

Development & IT

Careers

Unity Streaming

Game Development

Connection Performance Test

Vagon Applications

ML & AI Development

Vagon Partners & Affiliate

Cloud Gaming

Architecture & ArchViz

Freelancers

## Vagon Blog

A Beginner's Complete Guide to Rhino 3D

Essential Maya Keyboard Shortcuts for Faster 3D Modeling and Animation

After Effects vs Nuke: Best VFX Tool for Your Project

Top Inspirational Maya Projects to Spark Your Creativity

After Effects vs DaVinci Resolve: Which Tool is Best for Your Editing Needs?

Best Maya Alternatives for 3D Modeling and Animation

10 Inspirational After Effects Projects to Boost Your Creativity

Maya vs. ZBrush: Choosing the Perfect 3D Tool for Your Creative Workflow

Best Laptops for Autodesk Maya: Top Picks for 3D Modeling & Animation