

S2our Terms of Use

These terms and conditions ("Terms of Use") govern your use of the S2our service. They apply to the service made available by S2 Bulgaria JSC on www.s2our.me and to any other means via which the service is made available or can be used, such as, but not limited to, browser plugins and applications ("S2our Software"). By using the S2our service or S2our Software, you agree to be bound by the following terms and conditions

I. Basic Terms

The key rule you need to understand and accept is that S2our provides you with a service, but you remain responsible for both i) how you use the S2our service, and for (ii) any data, text, links, information, images, videos and/or any other material ("Content") that you choose to use to annotate and display using the S2our service. The Acceptable Use Policy sets out rules on what kind of use is acceptable and what is prohibited, and by accepting these Terms of Use you also agree to comply with the Acceptable Use Policy.

Should you violate these Terms of Use or the Policies, you are no longer entitled to use the S2our service and S2our is entitled to take any appropriate actions to prevent you from using the service.

II. General Conditions

We reserve the right to modify the S2our service for any reason, and we will inform on our website about any substantial changes in the service.

We reserve the right to alter these Terms of Use at any time. You agree that such alteration will be effective upon posting on our website and you will be bound to any such alterations when you use the S2our service after such alteration is posted. It is therefore important that you review these Terms of Use regularly to ensure that you are updated regarding any such alterations.

III. Intellectual Property Rights

The S2our service is protected by copyright, trademark, trade secrets and other intellectual property rights of S2our. These Terms of Use do not grant you any rights in the S2our service as such, except for your right to use the service in accordance with these Terms of Use.

We claim no intellectual property rights over the material you provide to the S2our service. Your materials remain yours. However, unless and until otherwise expressly informed by you, you grant S2our a non-exclusive, royalty-free, worldwide and perpetual right to use, modify, distribute, and prepare derivative works of, such material solely on the S2our service.

IV. User Eligibility

Our services are available to people of all ages, but children under eighteen should only use the service under the supervision of their parents or guardians. If you are using the S2our service as a business entity, you (i) represent that you have the authority to bind the entity to these Terms of Use

V. Account types and fees

S2our offers the service to both individuals and businesses ("S2our Newbie and Ninja, "). For descriptions of all packages types and features currently available and our Acceptable Use Policy that governs their use, please see the S2our Website ("Website") at [\(Packages\)](#). As our services are constantly developing, please consult them regularly.

S2our offers online credit card payments through UniCredit Bulbank and all payments done comply with the General terms and conditions of the payment operator.

VI. Release

In the event that you have a dispute with one or more S2our users, you release S2 Bulgaria JSC (and our employees) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

VII. Removal of Content

We may, but have no obligation to, remove Content from the Scoretour service that we determine in our sole discretion is unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable or violates these Terms of Use.

We review all claims of copyright or other intellectual property right infringements received and remove the Content (including the tags created with the S2our service) from the S2our service if such Content is deemed to have been annotated or displayed in violation of any such laws. To make a claim, please provide us with the following:

- A description of the work protected by copyright or other intellectual property right and claimed to have been infringed.
- A description of the infringing Content and information reasonably sufficient to enable us to locate the infringing Content.
- Your contact information, including your address, telephone number and email address.
- A statement by you that you have, without results, requested the provider of the infringing Content to cease the infringing activity or that you have not been able to identify the provider of the infringing Content.
- A statement by you that you have a good faith belief that the use of the infringing Content in the manner complained of is not authorized by the rights owner, its agent or by law.
- A statement by you that the information in the notification is accurate and that you are the owner of the infringed copyright or other intellectual property right or the person authorized to act on his/her behalf.
- Your signature.

The above claims can be sent to abuse@s2our.me

VIII. Third party content

The S2our service may include content developed by third parties, including but not limited to custom tags and content from third party websites incorporated to images via the custom tags (“Third Party Content”). S2our accepts no liability for any errors, omissions or other deficiencies in such Third Party Content. Third Party Content can be subject to its own terms of use, which you need to comply with in order to use such Third Party Content.

IX. Privacy

Your privacy is of utmost importance to us, as we believe that by protecting your privacy, we also make our service better. In order to see how we collect and process personal data, please see our Privacy Policy.

X. No Warranty

We, our officers, directors, employees, and our suppliers provide our website and services on an “as is” and “as available” basis. WE DO NOT MAKE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) REGARDING THE USE OR THE RESULTS OF THE USE OF THE S2OUR SERVICE OR ANY THIRD PARTY CONTENT, TO THE GREATEST EXTENT PERMITTED BY LAW.

XI. Liability Limitation

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY LOSS OF DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THESE TERMS OF USE (HOWEVER ARISING, INCLUDING NEGLIGENCE), TO THE GREATEST EXTENT PERMITTED BY LAW. OUR TOTAL AGGREGATE LIABILITY MAY NOT EXCEED THE GREATER OF (I) AN AMOUNT EQUAL TO THREE YEARS OF SERVICE FEES ACTUALLY PAID BY YOU FOR THE ACCOUNT, OR (II) TWO HUNDRED EURO (€200.00).

XII. Indemnity

You agree to indemnify and hold S2our (and our directors, employees or partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Use or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

XIII. Resolution of Disputes and Applicable Law

Our goal is to make you happy by providing a service for enhancing the Google Street View Virtual Tours. In the event a dispute arises between you and S2our, please email S2our at team@s2our.me, and we will work quickly towards a solution. Should we not be able to solve such a dispute amicably in due course, such disputes shall be resolved in the first instance exclusively in accordance with the Bulgarian Law. These Terms of Use shall be subject to the laws of Bulgaria.

S2OUR Privacy Policy

This S2our Privacy Policy provides information on how S2our collects personal data, and how it uses that data. Although we believe our approach to processing of personal data is fair and reasonable, please review this document carefully as we want to make sure you have full transparency over how your data is used.

I. Name and address of the data controller

S2 Bulgaria JSC

Business ID 201492859

VAT ID BG201492859

Sofia, Bulgaria

No.41 Vasil Levski blvd.

Email: team@s2tour.me

II. The type of information we collect

We collect both Use Data (which as such does not contain personal data or other personally identifiable information) and Personal Data.

Use Data. When you use the S2our service, our servers (which may be hosted by a third party service provider) may collect information indirectly and automatically (through, for example, the use of your "IP address") about your activities while visiting the websites, including the web pages you view and the times you view them and information about the browser you are using. We use this browsing information for internal purposes such as to help us understand how the websites are being used and to improve it, and for systems administration purposes. An IP address is a number that is automatically assigned to your computer when you use the Internet. In some cases your IP address stays the same from browser session to browser session; but if you use a consumer Internet access provider, your IP address probably varies from session to session.

The Use Data generally does not contain any Personal Data. However, in some cases Use Data can be stored together with your Personal Data in such a way that the Use Data could be considered to be Personal Data as well. In such cases we handle it in accordance with the provisions of this Privacy Policy.

Personal data and personally identifiable information ("Personal Data"). In some circumstances we can also collect Personal Data, such as your name and address. This could occur upon you registering as a user of the S2our service. In such cases you will be clearly indicated what type of personal data we ask you to provide, and that Personal Data will be stored and processed in accordance with this Privacy Policy.

We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. We store and process your Personal Data (if any) on computers located in EU that are protected by physical as well as technological security devices. By using the S2our service, you give S2 Bulgaria JSC a consent to store, process and transfer your personal information (if any) outside of your country of residence. If you object to your personal information (if any) being transferred or used in this way please do not use the S2our service.

We do not knowingly collect personal data from anyone under the age of 18. If you are under 18, please do not use any features in the S2our service that would require you to provide Personal Data to us.

III. The purposes for which we use the information

We use the information we collect for the purposes of providing and developing the S2our service. Some of the features our service offers might rely on the use of information we have collected from you in order to ensure that the feature in question is customised and targeted for your specific use.

The Personal Data you provide can also be used for direct marketing unless you let us know that you do not wish to receive such marketing, or marketing from our partners provided that you have given your express opt-in consent. The Personal Data can also be used for contacting you if required for the provision of the service.

IV. Your right to inspect the information

S2our does not verify the accuracy of the Personal Data you provide. You have the right to inspect the Personal Data we have in store about you in the S2our User Register either via the service (if we, in our sole discretion, offer such functionality) or by requesting it in writing from S2our.

V. Disclosure of the information to third parties

As noted above, S2our uses third party service providers (“Hosting Providers”) for hosting the service and storing the information collected from you and other users. Apart from Hosting Providers, S2our does not disclose your Personal Data to third parties unless

1. you have provided us with your express opt-in consent for doing so;
2. the disclosure is reasonably necessary for us to be able to enforce our Terms of Service;
3. the disclosure is reasonably necessary for the purposes of detecting and preventing fraud or security breaches; or
4. applicable law requires us to disclose it .

We may share aggregate Use Data (provided that it does not contain any Personal Data) to select third parties.

VI. Removing of information from the register

You can request the removal of any Personal Data by contacting S2our. Removal of any Personal Data does not, however, affect the license to the User Material granted by you to S2our pursuant to the Terms of Use.

VII. Cookies

We use cookies for the purpose of both providing enhanced end-user functionality for users of the S2our service, as well as calculating statistics related to the use of the service. Cookies enable us to for example remember various user preferences you have set, and to calculate unique user statistics relating to the use of the S2our service.

When using the S2our service you might on occasions also be exposed to cookies provided by third parties, such as Facebook, Google, and other third party service providers with whom the Scoretour service can be used with. S2our cannot be responsible for how these third party cookies are used, and you should consult the privacy policies of these third parties for more information about how they use cookies.

VIII. Data Security

S2our uses industry standard security mechanisms to protect the information stored in the User Register. Personal Data and backups are stored in protected databases located behind a firewall and with both physical and software-based access controls.

S2our Acceptable Use Policy

S2our Acceptable Use Policy (the "AUP") sets out the acceptable and non-acceptable uses of our S2our service. It forms part of our Terms of Use and terms defined in the Terms of Use have the same definition in this AUP. This is binding document, and by accepting the Terms of Use you also accept this AUP. Please thus review these rules carefully and ensure that your use of the S2our service complies with the rules set out in this AUP. We reserve the right to change this AUP at our sole discretion, and will notify you of any changes by posting the new version on the Website.

General rules for the use of the S2our service

- You must not annotate and/or display (i) any material protected by copyright or other intellectual property rights without the prior approval of the respective rights holder, nor (ii) any illegal or otherwise inappropriate or obscene material.
- You must not use the S2our service for any illegal, fraudulent or unauthorized purpose. You agree to comply with all local laws regarding online conduct and acceptable content.
- You must not copy any elements of the S2our service, including the code and the design, or our name, trademark, logo or other proprietary information, without our prior written consent.
- You must not attempt to circumvent or breach any security or any authentication measures put in place by S2our.
- You must not create or submit unwanted tags to any panoimages.
- You must not transmit any worms or viruses, any code of a destructive nature or otherwise interfere with the operation of the S2our service.
- You must not provide us or any other users of the S2our service any false or misleading information.
- You must not attempt to replicate or circumvent any of the functionality of the S2our service with any unauthorized solutions created by you or by a third party.
- You must not collect from any third parties personal data or personally identifiable information in violation of any data protection and/or privacy laws
- You must not encourage or solicit any third party to do any acts prohibited by the Terms of Use or this AUP.

We reserve all rights to take appropriate action in case of a breach of these rules, including, but not limited to, removing the offending content, or either suspending or terminating the account of the person in breach. We need to do that because we want to make sure that all of our users can enjoy the service, and not get harmed by the actions of the few who might not have others best interests at heart.