

# GENERAL TERMS OF USE

Version 1.2 in date of 28/06/2022

## 1. PREAMBLE

These general terms of use govern your use of our SINGULARITY application.

The use of the features of our SINGULARITY application therefore implies the prior and unreserved acceptance of these conditions. Otherwise, you will not be able to use it.

## 2. EDITOR OF THE APPLICATION

The SINGULARITY application is published by our company VAONIS, a French company whose registered office is located at 225 rue Didier Daurat, 34170, Castelnau-le-Lez, en France, with a share capital of €17133.80, with the Trade and Companies Register of Montpellier under number SIRET 823 710 447.

## 3. DESCRIPTION OF THE APPLICATION

The SINGULARITY application allows to control the telescopes developed by our company VAONIS, such as STELLINA, VESPERA, or HYPERIA (hereinafter the "VAONIS Telescope").

More precisely, VAONIS Telescopes are new generation telescopes developed and marketed by our company VAONIS allowing you to observe space. To operate, these telescopes must be connected to the SINGULARITY application and used in accordance with their instructions.

When you use the SINGULARITY application with your VAONIS telescope, you can:

- Observe space through your VAONIS Telescope.
- Take photographs of your observations of the sky.
- Save observation points and set them up.
- Consult the weather forecast to adapt your observations.
- Store your photographs taken through your telescope on your terminal or on our Cloud.
- Record sky observation events on your calendar.
- If your VAONIS Telescope is equipped with a solar filter produced by our company VAONIS, you can also observe the sun and take photographs in JPEG format of these observations.

The creation of a member account is needed to access these features. You will be asked to register when you first use the SINGULARITY application.

## 4. TECHNICAL REQUIREMENTS

The SINGULARITY application can be downloaded to smartphones and tablets from the Apple Store or Google Play store, depending on the operating system of your device. Our application is supported from version IOS 14 for Apple devices, and from version Android 8-9 for other devices.

An internet connection (Wi-Fi) is required while the application is being downloaded and used. The cost of this connection to access and use the application is at your expense.

You do not need a VAONIS Telescope to download and use our application. However, in this case you will only have access to limited functionality of our SINGULARITY application, consisting of the creation of a member account and the viewing of certain information content of our application.

If you are equipped with a VAONIS Telescope, you will be able to access all the features of our application. You just have to follow the tutorial that appears in our application after your registration to connect your smartphone or tablet to your VAONIS Telescope.

Please note that only the "SOLAR POINTING" feature of our application allows you to observe the sun through your VAONIS Telescope. The use of this feature requires the purchase of an additional accessory sold by our company. It is a sun filter which is available on our website [www.vaonis.com](http://www.vaonis.com).

## **5. UPDATE**

We may update these terms of use from time to time. In this case, you will receive information about this update as well as the new version of our terms of use on the email address associated with your member account.

The current general terms of use of the SINGULARITY application are also always available on our website [www.vaonis.com](http://www.vaonis.com).

## **6. FREE OF CHARGE APPLICATION**

There is no charge for using the SINGULARITY application or for creating a member account on the application (except for the cost of your internet connection).

However, we remind you that you can only access the features of the SINGULARITY application if you own and connect a VAONIS Telescope to our application. This telescope can be purchased online from our company on its website [www.vaonis.com](http://www.vaonis.com), or from our authorized resellers. The list of our authorized resellers is available on our website.

In addition, some features of our SINGULARITY application require the purchase of additional accessories that are not included in our VAONIS Telescopes. This is the case for the "SOLAR POINTING" feature. This feature allows you to observe the sun by installing a compatible solar filter sold by our company on your VAONIS Telescope and to take photographs of your solar observations in JPEG format that can be saved.

## **7. MEMBER ACCOUNT**

### **7.1 Creation of a member account**

You will be asked to create a member account when you first use our application.

The following information is required to create your member account:

- Your first and last name.
- Your email address.

This information must be accurate, complete, and kept up to date.

You may also choose to associate an image from your gallery with your account, but this is optional. In this case, you will need to authorize us to access your gallery for this only purpose.

Finally, you will need to create a unique username, and choose your password, and agree to these terms and conditions and our privacy policy.

Once created, you will receive a confirmation of the creation of your member account on your email.

You will then be able to connect to the SINGULARITY application by entering your login and password.

**IMPORTANT:** You can share your account with members of your household for personal use only. If you are a professional and make professional use of our application and the VAONIS Telescope, this use must be expressly authorized by our company.

In any case, if you give access to your member account to third parties, you are responsible for their use of our application and the associated VAONIS Telescope.

## **7.2 Loss of your member account credentials**

You are responsible for maintaining the confidentiality of your username and password associated with your account.

If you lose your password, you can request a link to be sent to the email address associated with your member account to choose a new one. You can also contact our support team if you have any problems.

The use of your member account is deemed to be your use or the use of persons in your household whom you have duly authorized. You are therefore responsible to us for the activity carried out on your member account.

If your member account has been misused, you should therefore change your password as soon as possible by following the procedure available on the application or contact our service as indicated in article 13.1.

## **7.3 Suppression of your member account**

You are informed that uninstalling our application on your terminal does not result in the deletion of your member account.

To delete your member account in the SINGULARITY application, you can use the "Delete my account" button that appears on your "profile" page. This action will send your deletion request directly to us. Alternatively, you can send your request to the following address: [dpo@vaonis.com](mailto:dpo@vaonis.com). We will process your request as soon as possible and inform you of the effective deletion of your member account by email.

We also reserve the right to delete your member account in the event of a breach of these terms and conditions or inappropriate or unlawful behavior on your part. In this case, the deletion of your member account is carried out after sending a notification to your email, which informs you of the contravention and the notice applied before the deletion of your account. In these cases, we reserve the right to refuse any new registration from you to our SINGULARITY application.

Your member account will also be automatically deleted at the end of an uninterrupted period of inactivity of three years. You will then be notified in advance of this deletion and will be able to prevent it by reconnecting to your member account before the expiry of the time limit.

You are informed that the deletion of your member account will result in the deletion of all content associated with your member account and stored on our Cloud, such as your photographs and sky observations, as well as the data you have recorded on the application, such as your sky observation points.

# **8. ACCESS REQUESTS RELATED TO THE USE OF THE APPLICATION**

## **8.1 Access to your geolocation data**

When you log in for the first time, you will be asked to provide your location data.

These location data are needed to set up your VAONIS Telescope for sky observation according to your position. These data initialize your VAONIS Telescope and give it instructions on where to observe and allow you to consider the weather parameters to adapt your observations.

In case of malfunctioning of our application or the VAONIS Telescope related to the initialization and setup of the Telescope, please note that our support team will also need access to the location data you provide to the application, as well as other usage data of the VAONIS Telescope, in order to solve the bugs.

You can provide the location data for the VAONIS Telescope by entering it manually or by activating your GPS. If you choose to activate your GPS, you will have to accept the "push" notification requesting access to your GPS.

By giving us this permission, you agree to provide us with your GPS location data for the operation of the VAONIS Telescope. Depending on the model of your device, you may be asked for this permission each time you use the application, or it may be pre-recorded for your future use. In any case, you can set the access permissions to your GPS directly in the settings of your device.

Unless you choose to save your location data to create an "observation point" allowing you to observe the observation point on a recurring basis, your location data will only be stored in our application for strict maintenance purposes.

You can manage the creation and deletion of your "observation points" directly on the application.

Finally, we would like to point out that if you have chosen to activate your GPS to provide your location data, your GPS will automatically deactivate itself after each use of our application.

The application only requires the location data when you use it to initialize the VAONIS Telescope or when you observe the sky with your Telescope, although this data is also kept in our application for your possible maintenance needs.

We remind you that you can set the access permissions to your GPS directly in the settings of your terminal.

## **8.2 Interests and customization of your profile**

You can also indicate in the application what your interests are (painting, cinema, literature, music, etc.) so that our application can offer you a personalized observation catalogue, as well as adapted informative content.

You are free to indicate your interests or not in the application.

This information is only intended to personalize the content of the SINGULARITY application according to your interests, to the exclusion of any use of this information for commercial purposes, and to the exclusion of any communication of this information to third parties.

You will also find in your "profile" page the photographs that you have saved in our Cloud.

Please note that your profile page is not shared with other users of the SINGULARITY application.

## **8.3 Connection of the application to your VAONIS Telescope**

To connect the application to your VAONIS Telescope, simply follow the tutorial that appears on the application to guide you through your first connection.

## **8.4 Access to your calendar**

The SINGULARITY application allows you to record events related to your observation of the sky on the calendar associated with your terminal.

In this case, you will receive an authorization request allowing the application to send the information concerning the selected events to the calendar associated with your terminal. If you refuse, the events you have selected will not be saved in your calendar.

The deletion of your member account does not modify the events that you have already saved in the calendar associated with your terminal.

### **8.5 Access to your photo gallery**

To store the photographs taken with your VAONIS Telescope on your device, the application will need access to your photo gallery. Access to your photo gallery will be strictly limited to storing your photographs. If you refuse this access request, the photographs taken by your telescope cannot be stored on your device.

You also have the possibility to store your photographs taken with the VAONIS Telescope on our cloud, within the limits of the storage space made available to you.

You can manage the photographs hosted on our Cloud directly in our application. You are informed that in case of deletion of your member account, this content will also be deleted.

### **8.6 Sharing features**

The SINGULARITY application allows you to share your photographs taken with the VAONIS Telescope with your friends and family through third party communication services that are already installed on your device and recognized by our application.

In this case, after you have chosen the third-party service that allows you to share your content, our application will communicate the data you have selected to the said service. You acknowledge that our company is not responsible for the use of your content by these third-party services, as our application only offers a sharing functionality via services already installed on your terminal, and this under your instructions and on your behalf.

## **9. RESPONSABILITY**

### **9.1 Interruption of our application**

We make every effort to allow you to use our application 24 hours a day, 7 days a week. However, we cannot be held liable for any interruptions or temporary alterations to our application resulting from maintenance, updates, or any other cause outside of VAONIS, in particular if the interruption is caused by the Internet network itself or by the means of connection you use.

VAONIS shall not be held liable if it chooses to stop making its SINGULARITY application available to the public for its own discretionary reasons.

### **9.2 Cloud storage service**

We use our best efforts to ensure the continuity of our Cloud and the content hosted on it. However, we cannot guarantee that it will be completely secure.

Accordingly, we strongly recommend that you back up the content you store in our Cloud with an alternative storage medium. Otherwise, you accept the risk of losing the content stored in our Cloud without further copies of this content.

Please note that if our application is discontinued, or our cloud hosting service is discontinued, you will be notified in advance so that you can retrieve your hosted content within a reasonable time.

### **9.3 Third parties' services**

Our company is not responsible for the services of third parties to which you expressly allow access or whose functionalities you use during the use of our SINGULARITY application. Our company cannot be held responsible for the use of content that you send via third-party services using the sharing features presented in article 8.6.

### **9.4 Consequential damages**

VAONIS shall not be liable for any consequential damages that you may suffer because of access to, use of or interruption of our SINGULARITY application.

### **9.5 VAONIS warranties**

It is imperative that you follow the instructions for the VAONIS Telescopes and our products when using them with our SINGULARITY application, to ensure your safety and the safety of your equipment. You should also follow the instructions and tutorials that appear when you use the SINGULARITY application.

Furthermore, you should only use accessories produced by our company VAONIS or accessories expressly approved by our company on your VAONIS Telescopes, in accordance with our technical requirements in Article 4 and the instructions for use of our products. Failure to do so may result in serious damage to your equipment.

VAONIS shall not be liable for the use of the SINGULARITY application and our products, in particular our VAONIS Telescopes, if you do not comply with the instructions for use contained in the manuals of our products that are provided with them and also published on our website, and/or if you do not comply with the instructions that are displayed in our application during your use. We shall also not be liable if you use our products under abnormal conditions or for any other purposes than those for which our products were designed, or if you use accessories that are not supplied by or expressly approved by VAONIS.

In case of malfunction of our products or material damage resulting from the violation of our instructions and/or the non-observance of the instructions available in our application, you acknowledge that the legal guarantees applicable to our products may be excluded.

#### **9.5.1 EXPRESS WARNING REGARDING SUN OBSERVATION AND THE "SOLAR POINTING" FEATURE:**

You are expressly informed that your VAONIS Telescope should never be pointed at the sun without the installation of a solar filter provided by our company and compatible with your VAONIS Telescope. Never look directly at the sun without adequate protection. Looking directly at the sun without protection and without a solar filter, even for a short time, can lead to severe eye burns and potential loss of vision in the eye, even to blindness.

If you use a solar filter provided by our company and compatible with your VAONIS Telescope to use the "SOLAR POINTING" feature of our application, you agree to follow the instructions for use of this accessory and the instructions displayed in our application.

**It is imperative that your VAONIS Telescope has been used at least once at night. It is also imperative that i) you check the condition of the solar filter (*the filter must not be damaged*), ii)**

**that it is correctly positioned and iii) that you have settled your VAONIS Telescope** according to the instructions in our manual and in the SINGULARITY application.

**If your VAONIS Telescope or the application detects a problem during the installation of the solar filter, you should immediately stop observing the sun and start the installation of the solar filter again according to the instructions of your device and the user manual.** If the problem persists, you can contact our support department using the contact details provided in your VAONIS solar filter manual or in Article 13 below.

If you do not follow these instructions, your solar observation poses a high risk for your instrument, including the risk of overheating its components and fire. You are also exposing yourself to a significant health risk due to possible unprotected sun viewing which may result in irreversible eye damage.

In accordance with Article 9.5, you acknowledge that in the event of a violation of our instructions for use and/or failure to comply with the above instructions and/or those available in our application concerning the " SOLAR POINTING " functionality, the legal warranties applicable to our products may be excluded. In particular, the costs of repairing our products because of these breaches will remain at your expense.

## **10. INTELLECTUAL PROPERTY RIGHTS**

### **10.1 Our intellectual property rights**

The SINGULARITY application is protected by intellectual property rights.

Nevertheless, VAONIS grants you a free, non-exclusive, worldwide, and temporary right to use the SINGULARITY application, including the use of its interfaces, its functionalities and the consultation of its contents.

This right of use is granted for personal and private use of our application, in compliance with these general terms of use. This use is exceptionally limited to members of your household.

Any use of the application and our VAONIS Telescopes for professional purposes requires prior express written permission, independent of these general terms of use. In this case, you should contact us at [info@vaonis.com](mailto:info@vaonis.com).

If you make professional use of our application, and in particular commercial use, without having obtained prior authorization from our company, you may not only be subject to deletion of your member account, but also to legal proceedings.

You are informed that the right of use granted to you by VAONIS ceases upon deletion of your member account or upon notification by VAONIS. This license also ends if the SINGULARITY application is no longer used by our company for reasons of its own.

In any case, the license granted to you does not allow you to reproduce the contents of our SINGULARITY application (images, videos, files, texts, trademarks, logos, etc.), to modify them, to extract them, to export them, or to distribute them to third parties outside your family circle or your close relations, as such acts may constitute infringement of copyright, which may allow our company VAONIS to sue you.

In case of infringement of our intellectual property, we reserve the right to suspend or delete without notice your member account and the use of our VAONIS Telescopes. Any creation of a new member

account to circumvent this measure may also be subject to suspension or deletion of that account at our discretion.

Finally, we would like to point out that some of the content of our application is licensed to us by third parties, comes from Creative Commons licenses, or is freely made available by third parties. VAONIS is not the owner of this content, which is identified below.

More specifically, VAONIS is not the owner of following contents:

Photo Icons made by Those Icons from [www.flaticon.com](http://www.flaticon.com)  
Humidity Icons made by Those Icons from [www.flaticon.com](http://www.flaticon.com)  
Wifi Icons made by By Gregor Cresnar from [www.flaticon.com](http://www.flaticon.com)  
Notifications Icons made by Anatoly from [www.flaticon.com](http://www.flaticon.com)  
Favorites Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Profile Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Retouching Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Control Icons made by By Freepik from [www.flaticon.com](http://www.flaticon.com)  
List Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Share Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Temperature Icons made By Freepik from [www.flaticon.com](http://www.flaticon.com)  
Settings wifi Icons made By Pixel perfect from [www.flaticon.com](http://www.flaticon.com)  
lost connection Icons made By Pixel perfect from [www.flaticon.com](http://www.flaticon.com)  
Cadena Icons made By Pixel perfect from [www.flaticon.com](http://www.flaticon.com)  
Duration Icons made By Pixel perfect from [www.flaticon.com](http://www.flaticon.com)  
USB Icons made By Darius Dan from [www.flaticon.com](http://www.flaticon.com)  
Refresh Icons made By By Becris from [www.flaticon.com](http://www.flaticon.com)  
Folder Icons made by Dimitri13 from [www.flaticon.com](http://www.flaticon.com)  
Crop Icons made by Good Ware from [www.flaticon.com](http://www.flaticon.com)  
Explore Icons made by Good Ware from [www.flaticon.com](http://www.flaticon.com)  
Discovery Icons made by By srip from [www.flaticon.com](http://www.flaticon.com)  
Random icon made by kiranshastry from [www.flaticon.com](http://www.flaticon.com)  
Image formats icons made by Viktor Vorobyev by [nounproject.com](http://nounproject.com)  
Folder icons made by BlackActurus by [nounproject.com](http://nounproject.com)

We also use images from the National Aeronautics and Space Administration (NASA) in our SINGULARITY application:

To illustrate the planet Venus: <https://images.nasa.gov/details-PIA23791> (Secondary credits: JPL-Caltech).

To illustrate the planet Uranus: <https://images.nasa.gov/details-PIA18182> (Secondary credits: JPL-Caltech).

To illustrate the planet Netpune: <https://images.nasa.gov/details-PIA01492> (Secondary credits: JPL).

To illustrate the planet Earth: <https://images.nasa.gov/details-PIA00122> (secondary credits: JPL).

## **10.2 Your intellectual property rights**

The content you create while observing the sky through your VAONIS Telescope is your property. More precisely, we mean the photographs that you can make with the features of your VAONIS Telescope.



However, if you decide to publish this content on our collaborative platforms to other users of the SINGULARITY application, you agree to grant us a non-exclusive and free license to host and publish your photographs to other members and users of the SINGULARITY application.

You also agree to grant us a license to the photographs you store in our Cloud. This license is non-exclusive and free of charge, and strictly allows us to host and store this content according to your instructions.

Please note that you may terminate these licenses at any time from within the application, or by deleting your member account. Therefore, the publication of your content on the application and its hosting in our Cloud will cease.

We specify that we will not make any commercial use of your content, as the licenses you grant us are strictly necessary for the publication of your content on our SINGULARITY application and for its hosting in our Cloud in accordance with your instructions on our application. These licenses are necessarily global due to the accessibility of our application throughout the world and the dematerialization of our Cloud. These licenses will cover the rights of reproduction and representation of the contents concerned on our application and they may be transferred in the context of a merger, sale or change of control to the new successor of our company.

## **11. PERSONAL DATA**

VAONIS processes some of your personal data to provide you with the services you expect from our application. We also process some of your personal data in our legitimate interest.

In this context, our company acts as a data controller within the meaning of the EU Regulation n°2016/679 and the French Data Protection Act n° 78-17 of 6 January 1978 as amended.

The data processing carried out by our company VAONIS therefore requires compliance with specific legal obligations arising from the regulations on the protection of personal data.

Our company VAONIS is committed to respecting these obligations. We have therefore published a privacy policy that accompanies these general terms of use, to inform you as well as possible about the processing of your personal data.

The use of our SINGULARITY application implies that you are aware of this privacy policy. Otherwise, you will not be able to use our application.

## **12. DURATION**

These general terms of use govern your use of our SINGULARITY application until you cease using it and/or delete your member account. They are therefore concluded for an indefinite period.

It is specified that these general terms of use will continue to be enforceable against you to resolve any dispute arising from your past use of our application and the VAONIS Telescope. In addition, the articles that are intended to survive the end of these terms and conditions of use will remain in force until the rights and obligations relating to them expire.

## **13. CONTACT – ASSISTANCE**

### **13.1 generalities**

For any questions or requests regarding our application, such as how it works, how to use it, our services, you can contact us at the following address:

[support@vaonis.com](mailto:support@vaonis.com)

### **13.2 Personal data**

For any questions or requests specifically about your personal data, you can contact us at the following address:

[dpo@vaonis.com](mailto:dpo@vaonis.com)

Our contact person will respond within one month of receiving your request.

However, this period may be extended by two months, depending on the complexity and number of requests. In addition, you may be asked to provide proof of identity to respond to your request.

### **14. GOVERNING LAW – DISPUTE**

These general terms of use are written in English and are subject to French law, subject to the imperative provisions of private international law.

In the event of a dispute concerning the present general terms of use and our SINGULARITY application, amicable settlement will be preferred. Mediation will be proposed to our users with consumer status.

In the absence of an amicable settlement, you may refer the matter to the competent courts.

### **15. MEDIATION**

Persons who have the status of consumers are informed of the possibility of referring their dispute free of charge to a consumer mediator, and more specifically to a mediator of the Centre de médiation de la consommation de Conciliateurs de Justice (website: <https://cm2c.net/>).

You can also access the European platform for online dispute resolution provided by Regulation (EU) No 524/2013 of 21 May 2013 on the online settlement of consumer disputes, in particular cross-border disputes, by following the link below: <http://ec.europa.eu/consumers/odr/>

### **16. LEGAL NOTICES**

We remind you that the SINGULARITY application is published by VAONIS, a French company whose registered office is located at 225 rue Didier Daurat, 34170, Castelnau-le-Lez, en France, with a share capital of €17133.80, registered, with the Trade and Companies Register of Montpellier under number SIRET 823 710 447 and with an individual intra-community VAT identification number FR93823710447.

The Director of the publication is: Cyril Dupuy

The contact details of VAONIS are:

- E-mail address: [info@vaonis.com](mailto:info@vaonis.com).
- Numéro de téléphone FR : +33 (0)4 84 98 00 21
- Numéro de téléphone US : +1 (646) 956-5933

The SINGULARITY application is hosted by:

- Amazon Web Services, Inc. P.O. Box 81226 Seattle, WA 98108-1226 USA which can be contacted via: <https://aws.amazon.com/fr/contact-us/>

- Heroku, San Francisco, California, USA, which can be contacted at: <https://www.heroku.com/contact>
- DigitalOcean, LLC, 101 Avenue of the Americas, 10th Floor, New York, NY 10013 USA, which can be contacted via: <https://www.digitalocean.com/company/contact/>