

ORamaVR SA

# ORamaVR Creator Solo

## Free Tier Terms of Use

*OVR-CRE-003 · v.2\_R · Issued — Release Edition v.2\_R · June 2026*

### Document Control

Version	Date	Status	Notes
v1.0	21 May 2026	Superseded	Initial release
v1.1	Jun 2026	Reviewed — awaiting execution / publication	JARIA definition corrected to “Assistant”; Background IP expanded to include Asset Library for consistency with Creator Pro EULA v1.3; §3.2 and §4 scope clarified; new §4A Asset Library note added; §7.2 prohibited acts tightened
v1.2	7 Jun 2026	Reviewed — awaiting execution / publication	§2.5 competitor representation added; §7.2.1 competing-use and benchmarking prohibitions added.
v1.1-R	8 June 2026	Reviewed — awaiting execution / publication	Re-baselined to v1.1-R release label (8 June 2026); previous version archived in GTM Contracts/Legacy versions.
v.2_R	11 June 2026	Issued — Release Edition v.2_R	v.2_R release: version code unified across GTM suite.

**IMPORTANT — PLEASE READ CAREFULLY BEFORE USING ORAMAVR CREATOR SOLO.** These Free Tier Terms of Use (“Agreement”) are a legally binding contract between you (“Licensee”) and ORamaVR SA (“ORamaVR”). By clicking “I Accept” or by downloading, installing, or using ORamaVR Creator in its Solo (Free) tier, you agree to be bound by the terms of this Agreement. The Creator Solo Licence is free of charge and permanent, but is available only to Licensees who satisfy the Eligibility Conditions set out in Article 4. If you do not satisfy those conditions, you must not use Creator Solo.

**IMPORTANT — ELIGIBILITY LIMIT.** The Creator Solo Licence is available only to individuals and entities whose Gross Revenue does not exceed EUR 150,000 in any rolling twelve-month period. **IF YOUR GROSS REVENUE EXCEEDS EUR 150,000 YOU MUST UPGRADE TO CREATOR PRO WITHIN 30 DAYS.** Continued use of Creator Solo above this threshold without upgrading is a material breach of this Agreement.

## Article 1 — Definitions

The following terms have the meanings set out below. Capitalised terms not defined in this Agreement have the meanings given to them in the ORamaVR Master Glossary (OVR-GLO-001).

Term	Definition
<b>About Box</b>	A panel accessible to end users within a Derivative Work that credits the author and must include the attribution statement required under Article 6.
<b>AUP</b>	The ORamaVR Acceptable Use Policy, as published at <a href="http://oramavr.com/legal/aup">oramavr.com/legal/aup</a> and amended from time to time.
<b>Asset Library</b>	The ORamaVR Medical 3D Asset Library. Note: the Solo tier does not include access to the Asset Library. Access to the Asset Library is available only under the Creator Pro Licence (OVR-CRE-001) and is governed by the Asset Library Licence (OVR-ASSET-LIC-001).
<b>Background IP</b>	All intellectual property rights owned or controlled by ORamaVR (or its licensors) that exist prior to or independently of this Agreement, including Creator, the Asset Library, JARIA, the VTC Platform, and all algorithms, models, tools, and infrastructure comprised therein.

Term	Definition
<b>Creator</b>	The ORamaVR Creator authoring platform (full procedural engine, JARIA-powered AI NPC agents, multi-platform deployment).
<b>Creator Solo Licence</b>	The permanent, royalty-free licence granted under Article 3, subject to the Eligibility Conditions.
<b>Derivative Work</b>	Any XR training application, simulation, or content module developed by Licensee using Creator under this Agreement. A Derivative Work does not include Creator, JARIA, the Asset Library, the VTC Platform, or any other Background IP.
<b>Eligibility Conditions</b>	(a) Licensee is an individual or legal entity; and (b) Licensee's Gross Revenue does not exceed EUR 150,000 in any rolling twelve-month period.
<b>Gross Revenue</b>	All revenue, income, and consideration received or receivable by Licensee (and any entity under common control) from any source in any rolling twelve-month period.
<b>JARIA</b>	Just Another Remarkably Intelligent Assistant — the ORamaVR AI virtual assistant that powers AI NPC agent behaviours in Derivative Works. Use of JARIA is governed by the JARIA Terms of Use (OVR-POL-005).
<b>Licensee</b>	The individual or legal entity that has accepted this Agreement by click-through.
<b>ORamaVR</b>	ORamaVR SA, a company incorporated under Swiss law (CHE-478.871.980), c/o FONGIT, Plan-les-Ouates, Geneva, Switzerland.
<b>ORamaVR Marks</b>	The registered and unregistered trademarks, service marks, and trade names of ORamaVR, including "ORamaVR" and "Powered by ORamaVR".
<b>Publisher Agreement</b>	OVR-PUB-001, governing submission of Derivative Works to the ORamaVR SIM Library.

## Article 2 — Scope and Acceptance

**2.1** These Terms govern the Creator Solo (Free) tier only. The Creator Pro tier is governed by OVR-CRE-001.

**2.2** This Agreement is accepted by: (a) clicking “I Accept” at activation; or (b) commencing download, installation, or use. Both methods are legally equivalent.

**2.3** Where Licensee is an individual accepting on behalf of a legal entity, Licensee represents and warrants authority to bind that entity and that the entity satisfies the Eligibility Conditions.

**2.4** This Agreement supersedes any prior written or oral agreement relating to Creator Solo.

## Article 3 — Licence Grant

**3.1** Subject to Licensee’s continuing satisfaction of the Eligibility Conditions and compliance with this Agreement, ORamaVR grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, permanent, royalty-free licence to download, install, and use Creator (in its Solo tier, including JARIA-powered AI NPC agents) solely to develop Derivative Works (the “Creator Solo Licence”). For the avoidance of doubt, the Solo tier does not include OMEN (the author-time AI co-pilot) or the Asset Library, both of which are available only under the Creator Pro Licence.

**3.2** The Creator Solo Licence entitles Licensee to: (a) use Creator Solo on Licensee’s own devices; (b) deploy Derivative Works to end users under an agreement no less restrictive than §8.3; and (c) receive community support per Article 9. The Creator Solo Licence does not include access to the Asset Library.

**3.3** All rights not expressly granted are reserved by ORamaVR. This Agreement does not convey any ownership rights in Creator, JARIA, the Asset Library, or any other Background IP.

## Article 4 — Eligibility Conditions

**4.1** The Creator Solo Licence is available only to Licensees whose Gross Revenue does not exceed EUR 150,000 in any rolling twelve-month period.

**4.2** Licensee is solely responsible for monitoring its Gross Revenue. If Gross Revenue exceeds EUR 150,000 in any rolling twelve-month period, Licensee must complete a Pro Upgrade within 30 days. Continued use of Creator Solo beyond this threshold without upgrading is a material breach.

**4.3** ORamaVR may request evidence of Gross Revenue at any time. Licensee shall provide such evidence within 15 business days.

### 4A. Asset Library — Not Included in Creator Solo

**4A.1** The Creator Solo tier does not include access to the Asset Library. Licensee shall not attempt to access, copy, or use any Asset Library File within the Creator Solo environment.

**4A.2** If Licensee requires access to the Asset Library, Licensee must upgrade to a Creator Pro Licence. Access to and use of the Asset Library under Creator Pro is governed by the Asset Library Licence (OVR-ASSET-LIC-001), which must be accepted at the point of upgrade.

## Article 5 — Intellectual Property

**5.1** ORamaVR retains all right, title, and interest in and to all Background IP, including Creator, JARIA, and the Asset Library. No rights in any Background IP are transferred to Licensee.

**5.2** Subject to §5.1, Licensee retains all right, title, and interest in Derivative Works developed by Licensee. ORamaVR does not acquire ownership rights in Derivative Works.

**5.3** Licensee shall not: (a) reverse-engineer, decompile, or disassemble any component of Creator; (b) create a product with substantially the same functionality as Creator; (c) remove proprietary notices from Creator; or (d) permit any third party to do the foregoing.

## Article 6 — Attribution

**6.1** Licensee shall include, in each Derivative Work's About Box, a clear attribution statement in the form: "Developed using ORamaVR Creator (oramavr.com)". This attribution is mandatory for the Creator Solo tier.

**6.2** Licensee shall not represent that ORamaVR endorses or sponsors any Derivative Work without ORamaVR's prior written consent.

## Article 7 — Permitted and Prohibited Use

### 7.1 Permitted use

**7.1.1** Licensee may use Creator Solo to develop Derivative Works for non-commercial and commercial purposes subject to the Eligibility Conditions and this Agreement.

### 7.2 Prohibited use

**7.2.1** Licensee shall not:

- include illegal, immoral, or objectionable content in any Derivative Work;
- include malware or malicious code in any Derivative Work;
- use Creator Solo to infringe the intellectual property, privacy, or other rights of any person;
- develop any product that competes with Creator, JARIA, or the VTC Platform;
- transfer, sublicense, rent, lease, or make Creator Solo available to any third party except as a deployed Derivative Work per §8.3;
- attempt to access, use, or copy any Asset Library File within the Creator Solo environment;
- circumvent any licence-enforcement or access-control mechanism within Creator.
- use Creator Solo, or any knowledge, output, or technical understanding derived from use of Creator Solo, to design, develop, or improve any product or service that competes with Creator, JARIA, or the VTC Platform;
- conduct competitive benchmarking or architecture analysis of Creator Solo or JARIA for the purpose of developing or improving a competing product.

## Article 8 — Content Standards and Derivative Work Requirements

**8.1** Licensee represents and warrants that it has all necessary permissions for any third-party content incorporated into a Derivative Work.

**8.2** Licensee is solely responsible for clinical accuracy and regulatory compliance of any medical training content in a Derivative Work.

**8.3** When distributing a Derivative Work, Licensee shall bind end users under an agreement that: (a) disclaims all warranties on behalf of ORamaVR; (b) excludes consequential and indirect damages on behalf of ORamaVR; and (c) is no less restrictive than this Agreement with respect to permitted use.

## Article 9 — Support

**9.1** Creator Solo Licensees are entitled to community support only. ORamaVR does not warrant SLA response times for community support. Priority support is available only under the Creator Pro Licence.

## Article 10 — JARIA — AI Features

**10.1** JARIA is the AI virtual assistant that powers AI NPC agents in Derivative Works developed using Creator Solo. Use of JARIA is governed by the JARIA Terms of Use (OVR-POL-005). Licensee is solely responsible for the content of any knowledge bases configured in JARIA and any outputs derived from them.

**10.2** Data posture. JARIA prompt and response data processed by ORamaVR on behalf of Licensee: (a) retained for the Subscription Period plus regulatory/security tail; (b) not anonymised by default; (c) not used for AI training. Licensee shall not input personal data into JARIA without a valid legal basis and appropriate safeguards.

## Article 11 — Warranties Disclaimer

**CREATOR SOLO IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORAMAVR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. JARIA-GENERATED CONTENT IS PROVIDED ON AN AS-IS BASIS.**

## Article 12 — Limitation of Liability

**12.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ORAMAVR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT.

**12.2** Nothing limits liability for death or personal injury caused by negligence, fraud, wilful misconduct, or liability that cannot be excluded by law.

## Article 13 — Data Protection

**13.1** Where Licensee develops Derivative Works involving personal data, Licensee acts as data controller and is solely responsible for compliance with applicable data protection law (including GDPR and the Swiss FADP).

**13.2** To the extent ORamaVR processes personal data on Licensee's behalf, ORamaVR acts as data processor per the ORamaVR Privacy Policy and, where required, the Data Processing Agreement (OVR-SCH-003).

## Article 14 — Confidentiality

**14.1** Creator Solo and any technical information disclosed by ORamaVR constitute Confidential Information. Licensee shall protect Confidential Information with no less than reasonable care.

## Article 15 — Term and Termination

**15.1** This Agreement commences on acceptance and continues unless terminated.

**15.2** ORamaVR may terminate on written notice if Licensee commits a material breach unremedied within 30 days.

**15.3** Either party may terminate immediately on the other's insolvency.

**15.4** On termination, Licensee shall cease all use of Creator Solo and delete all copies. Articles 5, 11, 12, 14, and 16 survive.

## Article 16 — Pro Upgrade Path

**16.1** The Creator Pro Licence (OVR-CRE-001) provides access to OMEN, the Asset Library (subject to OVR-ASSET-LIC-001), priority support, VTC Platform access, and commercial SIM Library submission rights. Information and upgrade pricing: [oramavr.com/creator/upgrade](http://oramavr.com/creator/upgrade).

**16.2** On completion of a Pro Upgrade, this Agreement is superseded by the Creator Pro EULA in respect of Creator use. Billing for the Creator Pro Licence is governed by the ORamaVR Billing Policy (OVR-POL-001).

## Article 17 — General

**17.1** Governing law. Swiss law (excluding conflict of laws principles). Disputes settled by the courts of the Canton of Geneva.

**17.2** Entire agreement. This Agreement, together with the AUP, JARIA Terms of Use, Privacy Policy, and Master Glossary, constitutes the entire agreement relating to Creator Solo.

**17.3 Amendments.** ORamaVR may amend on 30 days' notice. Continued use after the effective date constitutes acceptance. Material adverse changes to individual natural persons require explicit opt-in.

**17.4 Waiver.** No failure or delay by ORamaVR in exercising any right constitutes a waiver.

**17.5 Severability.** Invalid provisions replaced by valid provisions approximating the commercial objective.

**17.6 Assignment.** Licensee may not assign without ORamaVR's prior written consent.

**17.7 Notices.** Written, by email with confirmation. ORamaVR: legal@oramavr.com.

**17.8 Relationship.** Independent contractors only.

*These Terms are accepted electronically upon click-through activation or commencement of use of Creator Solo.*

*ORamaVR SA · CHE-478.871.980 · c/o FONGIT, Plan-les-Ouates, Geneva, Switzerland*

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