

# Digimask Launch Pad

## Help



## Your Personal Information

We are able to offer your Digimask free of charge as our business and revenues are generated from licensing the Digimask technology to those applications which support it, such as videogames, etc.

You are asked to enter some physical details about yourself. Please see our **Legal Notices** (below) to be reassured that this data is used to create a more accurate profile of you, the user and no information will be passed to any 3<sup>rd</sup> party without your permission.

Our Facial Recognition technology only works with human faces taken in the following poses. Submitting pictures of your pets, cartoon characters, etc simply will not be recognised and you will receive a message to that effect.

Remember that you have to agree to comply with the terms of our **User Agreement** (below) before you are able to submit your details. Most importantly, this states that:

- a) You are the person in the photograph (or their legal guardian if they are under 18); and
- b) You have the rights to use the photos.

## Taking your photos - Do's and Don'ts

To get the best result, please observe the following suggestions:

### Do's:



- Neutral expression
- No / minimal make-up
- Mouth closed, no smile
- Eyes open, looking ahead
- Hair back off face and behind ears
- Remove any spectacles (can be added later)
- Neutral light
- Plain background
- Photos correctly rotated
- One photo directly face-on
- One photo of perfect side profile
- The larger you are in the photo the better

## Don'ts:



- No hats
- Avoid shadows on the face
- No more than one face in one photo
- A blurred photo is next-to-useless – the better the quality, the better the result.
- Avoid shadows on the background - stand away from it

## Loading and Marking your photos

- 1) Ensure you know where you 2 photos are located
- 2) As suggested, use the 'Zoom' function ('+' and '-' buttons) to allow more accurate marking
- 3) Hold down the right mouse button to drag/move – the left button to mark the points
- 4) Pay close attention to where the flashing cursor on the example photo is – the point is also explained above the example photo.
- 5) On the Profile photo, please ensure your own picture is facing the same way as the Example. If not, use the 'Flip Image' button.

## Submitting the data

On the last screen, you will be asked to submit the data previously entered. This process means you must be on-line to do so.

If you have a dial-up connection, then you must open this up before pressing 'Submit'. The simplest way of doing this, typically, is to open your Web Browser and go on-line.

If you access the Internet via a network connection, then going on-line should be automatic.

## Loading and saving your data

On the first input screen, there is an option to load a previously-saved file. This means you needn't go through the entire process every time with the same person. Once you have completed all of the information (including the Photo input), then you are offered the opportunity to save the data locally on your hard drive. Very useful if you want to make a small correction – without having to go through the entire process again.



# **IMPORTANT**

## Legal Notices

### *Privacy Policy*

**We will not use or disclose any information you provide to us via this website (or on setting up your Digimask head via the Digimask Launch Pad) except as set out this statement.**

Use - we will use:

- (a) the photograph, name, date of birth, gender, physical statistics and generic model choices you provide to us in order to create your Digimask head. This information and your country of residence will also be encoded into your Digimask file;**
- (b) the information referred to at (a) plus your email address, preferred language and how you intend to use the Digimask head for administrative purposes and anonymised statistical analysis.**

**Disclosure** - we will make your Digimask head available to Application Providers to whom you reveal your password. These Application Providers (and any other Application Providers to whom you directly disclose your Digimask head) will be able to read the information referred to at (a) above, which is encoded into your Digimask file. Having such information enables the Application Providers to fully implement your Digimask head in their applications.

We may also from time to time pass certain of the information you provide to us to third parties, for a particular purpose but we will only do this if you have consented to such disclosure.

We reserve the right, at our discretion, to reveal any or all of the information you provide to us to third parties if we suspect that you have breached the terms of the Digimask User Agreement.

**As stated above, we will not disclose any information you may provide to us except as set out in this statement. However, you are responsible for your Digimask head and should treat it with care and only provide it and your password to Application Providers whom you trust.**

### **Minors**

Please note that if you are under 18 we cannot provide you with a Digimask head without your parent or guardian's consent.



### ***Copyright and Trade Mark Notice***

All materials on this website are © Digimask 2001 or its licensors. The word “Digimask” and the Digimask logo are our trade marks.

You may only reproduce the materials on this website for your personal review and for any specific purposes expressly permitted elsewhere on this website. All other use and reproduction of any material on this website or any incorporation of the same into any other material, in whatever media or format, is strictly prohibited.

## **DIGIMASK USER AGREEMENT**

**IMPORTANT – Please read the following agreement carefully – the creation and use of your Digimask head will be governed by the terms set out below.**

**1. Digimask Limited** – your Digimask head will be supplied by Digimask Limited of Diamond House, 179 Lower Richmond Road, Richmond, Surrey TW9 4LN United Kingdom (referred to in this Agreement as "we" or "us").

### **2. Contract Formation**

A contract for the provision of your Digimask head will be created between us and you when we send you confirmation by email that we have accepted your order.

### **3. Warranties from You**

You warrant to us that:

- 3.1 you are the person in the photograph that you are submitting to us; and
- 3.2 either you own all the rights in the photograph you are submitting or the person who took the photograph has been fully informed of how it will be used and has agreed to such use.

### **4. Your Obligations**

You must:

- 4.1 only use your Digimask head with authorised Digimask enabled applications, whether games, websites or other applications. Authorised applications display the Digimask logo. If you are in any doubt as to whether an application is authorised check [the list on the Digimask site](#);
- 4.2 keep your Digimask head and your Digimask password secure at all times - your password and Digimask head should only be provided, as necessary, to providers of authorised Digimask enabled applications which you wish to use;
- 4.3 not use your Digimask head other than for your own personal, non-commercial purposes;



- 4.4 respect any minimum age or other restrictions which are imposed by the providers of any Digimask enabled application; and
- 4.5 not copy, reverse engineer or decompile your Digimask head or any Digimask enabled application, save as permitted by law.

## 5. Privacy & Security

**5.1 We will not use or disclose any information you provide to us in this form, or which you update via our website, except as set out in this Agreement. However, you are responsible for your Digimask head and should treat it with care and only provide it and your password to authorised application providers whom you trust.**

5.2 We will use:

5.2.1 the photograph, name, date of birth, gender, physical statistics and generic model choices you provide to us in order to create your Digimask head. This information and your country of residence will also be encoded into your Digimask file;

5.2.2 the information referred to at clause 5.2.1 above plus your email address, preferred language and how you intend to use the Digimask head for administrative purposes and anonymised statistical analysis.

5.3 We will make your Digimask head available to authorised application providers to whom you provide your password. These authorised application providers (and any other persons to whom you directly disclose your Digimask head) will be able to read the information referred to at clause 5.2.1 above, which is encoded into your Digimask head. Having such information enables application providers to fully implement your Digimask head in their applications.

5.4 We may also from time to time pass certain of the information you provide to us to third parties, for a particular purpose but we will only do this if you have consented to such disclosure.

5.5 We reserve the right, at our discretion, to reveal any or all of the information you provide to us to third parties if we suspect that you have breached the terms of this Agreement.

## 6. Rights in your Digimask head

All intellectual property rights in your Digimask head (with the exception of the rights in your photograph) are owned by us. The word "Digimask" and the Digimask logo are our trade marks. Save as provided in this Agreement any use or reproduction of our intellectual property (including our trade mark) is prohibited and we reserve all rights not expressly granted to you in this Agreement.

## 7. Termination

We reserve the right to terminate, without notification, your rights to use your Digimask head at any time, at our absolute discretion.



## **8. Liability**

- 8.1 You shall indemnify us against all third party claims and any associated or other loss, damage and expenses of any nature whatsoever which may be suffered by us as a result of your use of your Digimask head, including but not limited to loss or damage arising from any details you submit to us or any representations you make to us being untrue.
- 8.2 We exclude all liability to you for loss or damage suffered by you as a result of your use of your Digimask head save to the extent that such loss or damage is directly caused by our wilful default or negligence.
- 8.3 Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence.

## **9. General**

- 9.1 We shall not be liable to you for any act or default which is caused by circumstances beyond our control.
- 9.2 If you wish to contact us please email us at [contact@digimask.com](mailto:contact@digimask.com). We will send any communications from us to you to the email address completed by you on the application form, unless you notify us of any changes to this.
- 9.3 This Agreement and any matter relating to Digimask Ltd shall be governed by English law and the English courts shall have exclusive jurisdiction in respect of it.

### **Stop! Are you under 18?**

**If you are then to enable us to give you your Digimask head you must get your parent or guardian to agree to these terms and conditions on your behalf.**

By clicking the Accept button I confirm that:

- I am over 18 and am either entering into the Digimask User Agreement on my own behalf or entering into it on behalf of an under 18 for whom I am the parent or legal guardian.
- I have read and agree to the terms of the Digimask User Agreement set out above. In particular, but without limitation, I agree to the use and disclosure of personal data as described in clause 4 of the Agreement.