

# Clearview AI, Inc. Terms of Service

**Effective Date: 01/17/2020**

Welcome to Clearview AI—we invite you to access our application and web service but please note that your invitation is subject to the your agreement to these terms of service. These terms of service describe your rights and our rights in relation to your use of our Service (defined below). Please read it carefully, and adhere to it at all times. Please also review our Privacy Policy and User Code of Conduct. The User Code of Conduct is incorporated by reference into these Terms.

By using our Service, website or application, you accept these terms and conditions in full. If you do not accept these terms and conditions, or any part of these terms and conditions, you must not use our Service, website or application.

## 1. Definitions

“CV” refers to Clearview AI, Inc, its subsidiaries, successors and assigns.

“Service” refers to both to Clearview AI Inc.’s mobile application and web browser application (found on the web at Clearview.ai), Clearview AI Inc.’s facial imaging and search software, image database and search functionality.

“User” refers to all persons accessing the Service via a password-protected account.

“Website” or “our Website” refers to the webpage that can be found at the URL [www.clearview.ai](http://www.clearview.ai)

## 2. Updates and Changes

CV retains the right to change the content of these Terms and Conditions (“Terms”) from time to time to improve our user experience, facilitate our business operations, enhance cybersecurity, ensure responsible use of the Service, adjust to changes in technology, adjust to changes in the relevant laws and regulations, and for other reasons. If we do so, we will notify you by sending an email to the address you provided upon the creation of an account with CV, although we are not obligated to do so. Any such modification to these Terms shall become effective upon our posting of the revised Terms on our Website. You agree to be bound by any changes to these terms by using our Website and Service after the revised Terms are posted on our Website and/or mobile application. You should review these Terms and Conditions regularly to ensure you are aware of any changes.

## 3. Prohibited uses

1. Any commercial use or exploitation of the whole or any part of the Service or the Website, the information or data on the Service or the Website (including, but not limited to, image search results or computer code), which is potentially injurious to the interests of CV (including, but not limited to, infringement of intellectual property or market competition with CV) is strictly prohibited.
2. The use of automated systems or software to extract the whole or any part of the Service or Website, the Information or data on or within the Service or the Website, including image search results or source code, for any purposes (including uses commonly known as “scraping”) is strictly prohibited.
3. Uses which are not compatible with the CV User Code of Conduct (see below)

### 3. Confidentiality

Users are strictly prohibited from disclosing the Service and/or any and all proprietary information relating to the Service to any unauthorized third party. This includes screenshots of the Service marketing materials, user manuals, pricing agreements, quotes, invoices and email communications from CV employees. Strict confidentiality is necessary to protect CV's proprietary information and to reduce the cybersecurity risks faced by CV and Users. Users may disclose the above information if the User obtains express written or oral consent from an authorized representative of CV in advance.

### 4. Certifications

a. By accessing and using the Services, Users attest and certify that they are currently employed as a law enforcement or security professional. This means that the User is currently in an employer-employee relationship with a governmental organization engaged in law enforcement activities, such as a local police department, federal agency, national agency, or state government department, or that they are employed in an anti-fraud or loss-protection role by a financial institution or retailer. Users who are not law enforcement or security professionals may access and use the Services if the User obtains express, written consent from an authorized representative of CV in advance.

b. By accessing and using the Services, User certifies that he or she is at least 18 years old.

c. The use of personally identifiable information, including photographs, is subject to regulation in various jurisdictions, including the European Union, and various states in the United States. By accessing and using the Services, User certifies that he or she is using the Service in a manner that is consistent with all relevant laws, including laws regulating the use of personally identifiable information such as photographs.

### 5. Agreement to Code of Conduct

**These Terms incorporate the CV User Code of Conduct by reference. The User Code of Conduct can be accessed in-app under the Settings menu. Users are strictly required to review and adhere to the User Code of Conduct at all times.** Briefly, the User Code of Conduct requires that all Users maintain the security of their own account, only use the Services for law enforcement or security purposes that are authorized by their employer and conducted pursuant to their employment, and independently support and verify all image search results. **Failure to abide by the CV User Code of Conduct may result in limitation, suspension or termination of access to the Service.**

### 6. Collection and Sharing of Data

1. By accessing and using the Service, Users affirmatively consent and allow CV to collect several types of information for our business operations, including:

- At the time of account creation: name, rank/title, contact information and employer.
- During usage of the Service: Usage details including IP address, browser information, location data, search history within the Services, and login history.

b. By accessing and using the Service, Users agree and consent to the sharing of certain types of personal data with third parties. Specifically, users consent to:

- Sharing their name, title, contact information and email messages to CV and CV employees with a third-party provider of customer relationship management tools

- Sharing their name and email address with a third party provider of email tools
- Such disclosure of personal data as may be required by laws and regulations

## 7. Non-Exclusivity

These Terms are not, in all cases, the full text of the agreement between CV and the User. The CV User Code of Conduct is incorporated by reference. Any contract that has been or will be concluded between the User or the organization or business entity that employs the User may modify, add to, or entirely supersede these Terms. Users must carefully read the CV User Code of Conduct, the CV Privacy Policy and any relevant contract to which CV is a party, especially if they created their account during a free trial period.

## 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CV SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE
- ANY CONTENT OBTAINED FROM THE SERVICE
- UNAUTHORIZED ACCESS, USE OR ALTERATION OF A USER ACCOUNT

REGARDLESS OF CV'S NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE, AND WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CV EXCEED THE THE AMOUNT THE USER OR USER ORGANIZATION PAID CV, IF ANY, IN THE PAST YEAR FOR THE SERVICES GIVING RISE TO THE CLAIM.

## 9. Disclaimers

1. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. CV's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
2. Failure to abide by these Terms may result in the suspension, limitation or termination of your account. **CV reserves all rights to seek monetary remedies for damages arising to CV out of any User's failure to abide by these Terms.**
3. These Terms shall be governed by the laws of the State of New York without regard for the conflict of laws rules of any jurisdiction. Every dispute concerning the interpretation or effect of these Terms and/or any User's use of the Service must be resolved in the state or federal court in the State of New York.