



Seventh SenseTM

EFFECTIVE OCTOBER 15, 2022

GENERAL TERMS AND CONDITIONS

SEVENTH SENSE ARTIFICIAL INTELLIGENCE PRIVATE LIMITED

GENERAL TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions (the "Terms") on which we provide our services to you. These Terms apply to any customer using our services, whether consumers, businesses, government agencies or otherwise.
- 1.2 Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide services to you, how you and we may change or end any contract, what to do if there is a problem and other important information. In particular, these Terms govern how we use information you share with us and should be read in conjunction with our Privacy Policy.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Seventh Sense Artificial Intelligence Private Limited, a company registered in Singapore having the Unique Entity Number of 201902751E with our registered office at 30 Cecil Street #19-08, Singapore 049712 ("we" or "us"). We operate the websites <https://www.sevethsense.ai/> and <https://developer.opencv.fr> (the "Websites").
- 2.2 You can contact us through this link <https://sevethsense.freshdesk.com/>, by emailing us at support@sevethsense.ai or writing to our registered office address provided above.
- 2.3 If we have to contact you, we will do so via email.
- 2.4 When we use the words "writing" or "written" in these Terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order for any of our services will take place when we email you to accept it, or when you receive confirmation via the signup page and use of our app, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources or technical matters, which we could not reasonably plan for, because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline.
- 3.3 **Your order number.** We will assign an order number to any order placed for our services and tell you what it is when we accept your order. Please reference the order number whenever you contact us about your order.

3.4 **Intellectual property and ownership of content in the services.** All content, including text, graphics, logos, icons, images, audio and video, and software (collectively, "Content") in any of our services are protected materials owned by or licensed to us. Copyright subsists in all written or recorded material and is made available or provided to you solely for your use pursuant to our contract with you under these Terms and may not be reproduced or disclosed without our prior written consent. If you upload or share Content to us, then you do so on the basis that we then have a licence from you to make reasonable use of that material. Our services may also contain trade marks, service marks and trade names owned by us or by third parties, and no licence to them is given.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered, please contact us without delay. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price, the timing of delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

5.1 We reserve the right to change the terms, including these Terms, and the services we offer at any time, but where you have placed an order the terms on the day of acceptance will apply.

5.2 Significant changes to the services and these Terms will be notified to those who have ongoing contractual relationships with us. We will notify you via email and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for, but not received.

6. PROVIDING THE SERVICES

6.1 During the order process, we will let you know when we expect the services to be available to you.

6.2 We will provide the services to you until either the subscription expires or we end the contract by written notice to you as described in clause 8.

6.3 **We are not responsible for delays outside our control.** If the services are delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for, but not received.

6.4 **What will happen if you do not give required information to us.** We may need certain information, including personal data, from you so that we can provide the services to you. If so, this will have been stated in the description of the services on our Websites. We will contact you to ask for this information or you will need to supply it via our Website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may be unable to provide the service. At that point, we may end the contract. We will not be responsible for providing the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. You may still be charged for the service if the issue is purely you not supplying the required information.

6.5 **Reasons we may suspend the provision of services to you.** We may have to suspend a service to:

- (a) Deal with technical problems or make minor technical changes;
- (b) Update the services to reflect changes in relevant laws and regulatory requirements;
- (c) Make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **Your rights if we suspend the services.** We will contact you to tell you we will be suspending any service affecting you, unless the problem is urgent or an emergency. If we have to suspend the service for longer than three days in any 30-day period, we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 10 days and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.

6.7 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within five days of us reminding you that payment is due, we may suspend the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.7). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.6).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You may end the contract at any time by emailing us [here](#) or submitting a termination request at <https://seventhsense.freshdesk.com/>. When you terminate

the contract, we will invoice you for the part of the month for which you had access to the services.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may immediately end the contract for a service at any time by writing to you if:

- (a) You do not make any payment to us when it is due and you still do not make payment within five days of us reminding you that payment is due;
- (b) You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.
- (c) You fail to adhere to these Terms or any of the conditions for use of our Websites and Services; or
- (d) You breach any other applicable term or are discourteous to our staff.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaching the contract.

8.3 **We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. Unless otherwise required by law, we will let you know at least one month in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services, which will not be provided.

9. IF THERE IS A PROBLEM WITH THE SERVICE

9.1 If you have any questions or complaints about the service, please email us [here](#).

10. PRICE AND PAYMENT

10.1 **Where to find the price for the service.** The price of the service (which includes taxes where applicable) will be the price indicated on the order pages when you place your order. We use our best efforts to ensure that the price of the service advised to you is correct. However, please see clause 10.4 for what happens if we discover an error in the price of the service you order.

10.2 You may find our current pricing on our Websites.

10.3 **We will pass on changes in the rate of UK Value Added Tax where applicable.** If the rate of VAT changes between your order date and the date we provide the service, we will adjust the rate of VAT that you pay, unless you have

already paid for the service in full before the change in the rate of VAT takes effect.

- 10.4 **What happens if we get the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 10.5 **When you must pay and how you must pay.** We accept payment by credit and debit cards. We will invoice you for services on a monthly basis in accordance with our order confirmation.
- 10.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3 percent a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know [here](#). You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

We use your personal information as set out in our Privacy Policy and Notice available [here](#). By supplying your personal information you understand it will be shared within our group of companies and may be used to determine whether to offer you other services.

TERMS AND CONDITIONS FOR YOUR USE OF OUR WEBSITES

12. BY USING OUR SERVICES, OUR WEBSITES, APP, API OR SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS

- 12.1 All of the terms, conditions, disclaimers and limitations that appear or are made available to you on our Websites (for example, in connection with special offers or promotions) and all of these Terms, as they may be amended from time to time, are binding on you and us.

12.2 If you do not agree to these Terms, you must not use our sites.

13. BY USING OUR SERVICES, YOU AGREE TO COMPLY WITH APPLICABLE DATA PROTECTION LAWS

13.1 You acknowledge and agree that in the context of our facial recognition technology services:

- (a) our role is limited to that of a data processor;
- (b) you are the data controller; and
- (c) you are solely responsible for:
 - (i) using our services in a lawful manner;
 - (ii) obtaining any consent required from relevant data subjects; and
 - (iii) maintaining such policies, procedures and standards and adopting data transfer agreements as may required by law in order to use our services lawfully in any relevant jurisdiction.

14. OTHER TERMS THAT APPLY TO YOU

14.1 These Terms should be read alongside our Privacy Policy and Notice available [here](#).

15. WE MAY MAKE CHANGES TO THESE TERMS

15.1 We amend these Terms from time to time. Every time you wish to use our Websites, please check these Terms to ensure you understand the terms that apply at that time.

15.2 Your continued use of our Websites will constitute your acceptance of any changes and your agreement to comply with all the current terms and conditions for use of our Websites.

15.3 We do not guarantee that our Websites, or any Content on them, will always be available or uninterrupted.

15.4 We do not represent that Content available on or through our Websites is appropriate for use or available in any particular location or jurisdiction. However, we use commercially reasonable efforts to ensure that our Websites are generally accessible, but it is your responsibility to ensure that you meet our technical minimum requirements in order to use our services and comply with applicable law in using our services.

15.5 If you have questions or concerns about our specific terms, please email us [here](#).

16. YOUR OBLIGATIONS WHEN USING OUR WEBSITES

16.1 **You must keep your account details safe**

- 16.2 If you choose, or you are provided with, a user identification code, license key, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 16.3 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 16.4 **Content**
- 16.5 Unless authorised in writing by us, you may not use any Content without our consent and even if we consent, in any manner that is likely to cause confusion among users of our services, or in any manner that disparages or discredits us.
- 16.6 You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, publicly perform, prepare derivative works based on, frame, mirror, repost, exploit for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder, if not us. You may not use the Content on any other website or medium.
- 16.7 You may not use the Content in a networked computer environment for any purpose other than to transact with our Website as authorised by us. If you violate any of these Terms, your permission to use the Content will automatically end, you must immediately destroy Content in your possession or under your control and any copies you have made and we may end your authorisation to use our Websites.
- 16.8 Nothing in these Terms shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights to you and we expressly reserve all such rights.
- 16.9 **You agree not to do any of the following while using our Websites:**
- (a) Intentionally or knowingly violate applicable law or any agreement that you are bound by – including these Terms – nor the rights of any other party.
 - (b) Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities.
 - (c) Exceed authorised access, tamper with, or misuse any areas of our Websites or its related computer systems, resources, programming, code or communications capabilities, nor any features or functions of our sites.
 - (d) Frame or link to any of our Websites, unless permitted in writing by us.
- 16.10 **We are not responsible for website we link to.** Where our Website contain links to other sites and resources provided by third parties, these links are provided for your ease of reference and information only. Such links should not

be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those sites or resources.

16.11 **User-generated content is not approved by us.** Our Websites may include information and materials uploaded by other users any views expressed by other users on our site do not represent our views or values.

16.12 If you wish to complain about content uploaded by other users, please contact us using the helpdesk contact form on our Websites or by emailing us [here](#).

17. PAYMENT

17.1 Unless we agree otherwise, payment shall be made in USD in cleared funds within 14 days of the issuance of an invoice to you and without any bank charges or fees, withholding, deduction, set-off, counterclaim or cross demand (whether in respect of the contract for the particular service to which the invoice relates or any other contract whatsoever).

17.2 The time of payment of the price shall be of the essence of our contract with you. If you fail to make any payment by the due date then, without prejudice to any other right or remedy available to us, we may end our contract with you with immediate effect.

18. ENDING THE CONTRACT

18.1 We may end our contract with you under these Terms with immediate effect by giving written notice to you if:

- (a) You fail to pay for our services;
- (b) You commit a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within five days of that party being notified in writing to do so;
- (c) You take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) Your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to these Terms is in jeopardy.

18.2 When the contract ends (for any reason), you shall immediately pay to us all of your outstanding unpaid invoices and interest and, in respect of any services

supplied, but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

- 18.3 Termination of any contract under these Terms, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages for breach of these Terms (as amended from time to time).
- 18.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the parties' contract shall remain in full force and effect.

19. LIMITATION OF LIABILITY

- 19.1 The restrictions on liability in this clause apply to every liability arising under, or in connection with, these Terms, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 19.2 Nothing in these Terms limits any liability, which cannot legally be limited, including liability for:
- (a) Death or personal injury caused by negligence; or
 - (b) Fraud or fraudulent misrepresentation.
- 19.3 Subject to clause 21.2, our total liability to you shall not exceed the amount paid by you to us under these Terms during the preceding six months from the date on which the claim arose.
- 19.4 Subject to clause 21.2, the following types of loss are wholly excluded:
- (a) Loss of profits;
 - (b) Loss of sales or business;
 - (c) Loss of agreements or contracts;
 - (d) Loss of anticipated savings;
 - (e) Loss of use or corruption of software, data or information;
 - (f) Loss of or damage to goodwill; and
 - (g) Indirect or consequential loss or punitive damages.
- 19.5 This clause shall survive termination of the parties' contract under these Terms.

20. GENERAL PROVISIONS

20.1 Assignment and other dealings

- (a) We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Terms.
 - (b) You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Terms without our prior written consent.
- 20.1 **Entire agreement.** These Terms prevail over any prior agreement or terms issued. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.
- 20.2 **Variation.** No variation of these Terms shall be binding unless it is in writing and signed by the parties (or their authorised representatives).
- 20.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.4 **Severance.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms. If any provision of these Terms is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 20.5 **Third party rights.** These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms.
- 20.6 **Governing law.** These Terms and the parties' contract thereon, and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, these Terms or their subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.
- 20.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, these Terms or the subject matter or formation of a contract thereunder.