

Sensifai, BVBA  
Terms of Use Agreement

Sensifai (hereinafter "Sensifai," "we," or "us") provides the Sensifai video recognition API Services to the User ("You," "Your"). In this page, we explain the terms and condition of using our Service. By using our Service, you signify that you have read, understood, and agree to these Terms of Use Agreement ("Agreement") and to the collection and use of your information. Sensifai reserves the right to modify the Agreement unilaterally and provide a notice of changes to the users in future.

Definitions:

"API" means the video recognition API, image recognition API and the speech recognition API. Sensifai provides advanced machine learning tools to process, recognize and mine images, videos, text, audio and any other sort of data.

The "Service" means providing a form of access to the API, documents, demo, and website.

The "Intellectual Property Rights" means any intellectual property rights as may now exist -- including but not limited to, all patent, trademark, copyright, moral, publicity, mask work, trade dress and service mark, goodwill and trade secret-- or hereafter come into existence.

API Use License and restrictions of the use

Sensifai hereby grants a nonexclusive, nontransferable, worldwide right to access the Service for the sole purposes of using the API (hereinafter the "Purpose").

The access right does not yield a right to transfer the access right to third parties.

User may not download or use the API for any reason other than the Purpose.

You may not reverse engineer, decompile, revise, decrypt, alter, adapt or disassemble the API.

You may not change or remove Sensifai copyright statements or trademarks from the API.

You agree not to use the Service to upload or transmit any malicious code or data that is intended to do harm the security measures or interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service, including without limitation spams, chain letters, other unsolicited email, viruses, Trojan horses, worms, and time bombs.

You shall not use the Service to store or transmit any material in violation of third-party privacy rights.

Maintenance and Update Sensifai will maintain the API during the Term of this Agreement and in the event of issuing a new version of the API, we may provide access to users free of charge. However, Sensifai is not obliged to provide you with the updates.

Service Fees

The Service Fees is listed on the Amazon Web Services Marketplace (AWS hereafter) product page and You agree to pay Sensifai the Service fee in exchange for the granted access rights herein.

Sensifai will not refund payments made by you as the Service Fees under this agreement for any reason whatsoever.

In the event that User do not pay the Service Fees within one month of receiving or invoice, an interest of the maximum rate allowed by law, will accrue on unpaid Service Fees.

#### NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND HENCE IN ALL CASES, USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND AND SENSIFAI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERROR OR INTERRUPTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ALSO DISCLAIM ALL WARRANTIES REGARDING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, TECHNICAL ACCURACY, RELIABILITY, SECURITY, OPERABILITY, MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU SUBMIT OR UPLOAD THE DATA TO THE SERVICE AT YOUR OWN RISK AND DOWNLOADED THE FROM THE PROVIDED SERVICE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICE.

SENSIFAI DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY PRODUCTS OR SERVICES OFFERED BY A THIRD PARTY THROUGH THE COMPANY SERVICE.

#### Indemnification

The User agrees to indemnify and hold harmless Sensifai, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person and other affiliated companies, and their employees, contractors, agents, officers and directors, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon your use of the Service, your violation of any term of this Agreement, your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights, your violation of any applicable law, rule or regulation, any claim or damages that arise as a result of any of your User Content or any that is submitted via your account, or any other party's access and use of the Service with your unique username, password or other appropriate security code.

#### Property rights

Unless otherwise explicitly stated in this Agreement, Sensifai reserves all intellectual property rights, industrial property right or the right of patents, software, trade secrets, trademarks. Unless otherwise explicitly stated in this Agreement, we do not grant You, by means of this Agreement, any right to use the trademarks, service marks or logos, intellectual property rights, industrial property, patents, software, trade secrets, of Sensifai or its licensors.

#### Assignment

Any rights and licenses granted hereunder through this Agreement may not be transferred or assigned by you to any third-party. Any transfer or assignment in violation hereof is void.

#### Termination

Sensifai may terminate your Service under any circumstances including but not limited to

- Non-payment of fees

- You are in breach of any term or condition of this Agreement

Your use of the Service disrupts Sensifai business operations or affects any other party

You may request Service termination at any time. When submitting your cancellation request, you must provide the correct information of your account for verification. Incomplete cancellation requests will be deemed invalid and will not be processed. You will be responsible for any service fees that arise from your failure to cancel your account.

#### Responsibility

Sensifai is not responsible for the improper use of its Service, including but not limit to, damages, losses or expenses direct or indirect.

Sensifai is not responsible for the data, images, videos, audios that users upload or provide when using the Service.

Sensifai reserves the right to delete, edit, store, block and/or monitor images uploaded by users, unless otherwise explicitly requested by the User and accepted explicitly by Sensifai in written form.

#### Severability

If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been inserted herein.

YOU EXPLICITLY ALLOW SENSIFAI TO SHARE YOUR NAME WITH ITS AFFILIATES.

#### Modification of these Terms and Conditions

Sensifai reserves the right to modify these Terms and Conditions at any time.

#### Governing Law

This Agreement shall be governed by the internal laws of Belgium, without regard to its conflicts of law provisions. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement should be directed to: Dreve De Nivelles 182/9, 1160 Brussels, Belgium.

#### Contact

Please contact us [support@sensifai.com](mailto:support@sensifai.com) with any questions regarding this Agreement