

## Terms and Conditions of Use

Effective March 10, 2020

These Terms and Conditions of Use (“**Terms**”) apply to and govern:

- i. your use of Private AI’s website and services which are provided under the Private AI’s brand, though including but not limited to the [www.private-ai.ca](http://www.private-ai.ca), [www.priv-ai.com](http://www.priv-ai.com), or [www.privateai.ca](http://www.privateai.ca) website (“**Website**”), and
- ii. agreements you have entered into with Private AI. These services which includes the Website, and all information, features and functionalities are collectively referred to herein as (“**Services**”).

### **PLEASE READ THESE TERMS OF USE CAREFULLY.**

IN CONSIDERATION OF BEING PERMITTED TO USE OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME, THESE TERMS ARE A LEGAL CONTRACT BETWEEN PRIVATE AI AND YOU. IF YOU DO NOT AGREE TO THESE TERMS IN WHOLE OR IN PART, YOU ARE NOT PERMITTED TO USE OUR SERVICES.

## PRIVACY

The protection of your personal information is important to us. We do not sell, rent, lease or license your personal information to any party. The personal information you provide to us through the Services will be collected, used, managed and/or disclosed in accordance with our [Privacy Policy](#).

By accepting these Terms and each and every time you access our Services, you consent to the collection, use and disclosure of your personal information by Private AI in accordance with our [Privacy Policy](#).

## ABOUT PRIVATE AI

Private AI is a Canadian company with its head office in Toronto, Canada. It offers image, video and text de-identification of personal information at source on-device or on-premise. In these Terms, “we”, “us” and “our” refers to Private AI.

Our current Services which are subject to change, include the following:

<b>FEE-BASED PRODUCT/SERVICES</b>	
<b>Galatea for image and video</b>	A product used for de-identification of images and video such as blurring faces, license plate numbers and other personally identifiable information. For statistical and our product license management purposes we retain information about the number of devices that have downloaded our product.
<b>Galatea for text</b>	A product used for de-identification of text using homomorphic encryption. For statistical and product license management purposes, we retain information about the number of devices that have downloaded our product.

<b>RESOURCES</b>	
<b>Blog(s)</b>	For informational and convenience purposes, we provide resources in the form of blog post links through third party blog platforms such as <a href="#">Medium</a> . We do not own these third party websites. By clicking on the links, you are using the third party website and are subject to their respective terms and conditions, including engagement and interaction policies with the content.
<b>Newsletter(s)</b>	We provide newsletters from time to time to our verified subscribers. Should you wish to unsubscribe from our Newsletter, please follow the instructions that accompany each newsletter through its unsubscribe link.
<b>Articles &amp; Research Information</b>	We provide articles and research materials for informational purposes only. Private AI retains all rights to these materials.

## REGISTRATION

You have to be at least the age of majority in your jurisdiction of residence in order to use the Services. If you reside in a jurisdiction that restricts the use of the Services because of your age, or restricts your ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Services.

In order to purchase our products, you must first register for the Services by completing the registration process with your current e-mail address and a password and other required information used for verification purposes.

## SECURITY & VERIFICATION

**You agree to:**

- protect your password
- keep confidential any identification that we may provide you which allows access to the Services
- take full responsibility for your account
- not authorize a third party or legal entity to use your account
- be solely responsible for any and all activities that occur under your profile
- immediately change your password upon learning of any unauthorized use of your profile or any other breach of security and immediately notify us of such a breach
- provide additional information for identity verification purposes to the satisfaction of Private AI in order to process your personal information deletion requests

You warrant that the information you provide to us is accurate and complete and that you will keep the information current through the Services. Private AI is entitled at all times to verify the information that you have provided and to refuse use of the Services without providing reasons.

In accordance with our [Privacy Policy](#) and in connection with your use of the Services, Private AI may send you electronic service messages. These electronic messages may be sent for various reasons, including to notify you of future product releases, to convey security information, or to convey changes to our privacy policy and/or our Terms and Conditions of Service.

## PURCHASES & FEES

You may purchase products or services and access order history, amounts payable and similar account information by logging into your verified account. If you have any issues with your order, please contact us at [support@private-ai.ca](mailto:support@private-ai.ca). The Services are to be billed in accordance with your agreement(s) and contract(s) with Private AI, which may include services agreements and subscription agreements.

For our paid services and products, you are responsible for the timely payment of all fees. Payment options may include third-party service provider (“**Payment Processors**”) such as [Stripe](#). The processing of payments or credits, as applicable, in connection with your use of the Services will be subject to the terms, conditions and privacy policies of your payment card issuer in addition to these Terms. Private AI is not responsible for any errors by the Payment Processor.

## ACCEPTABLE USE

By using the Services, you further agree that:

- With the exception of you purchasing a product for the purposes of incorporating it into other products and as reflected in your agreement(s) with Private AI, you will only use the Services where available for your sole, personal use and will not resell it to a third party;
- You will not assign or otherwise transfer your account to any other person or legal entity;
- You will not use the Services for unlawful or fraudulent purposes;
- You will not try to harm the Services in any way whatsoever;
- You will not copy or distribute the Website without written permission from Private AI;
- You will provide us with whatever proof of identity we may reasonably request;
- You will not access the Services with unauthorized devices;
- You will comply with all applicable laws including Canadian laws and the laws of the area in which you are present while using the Services.

Private AI reserves the right to immediately terminate your use of the Services should you not comply with any of the above rules. We reserve the right to investigate violations of any of the above to the fullest extent of the law.

## INDEMNIFICATION

By accepting these Terms and using the Services, you agree that you shall indemnify and hold harmless Private AI, its affiliates, and each of their respective officers, directors, employees, attorneys and agents (collectively “**Private AI Group**”) from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; (ii) your violation of any rights of any third party, or (iii) your use or misuse of the Services.

## LIABILITY

THE LEGISLATION OF CERTAIN JURISDICTIONS DOES NOT ALLOW FOR CERTAIN EXCLUSIONS OF LIABILITY, SO THAT SOME OF THE PROVISIONS BELOW OR ANYWHERE ELSE IN THESE TERMS MAY NOT APPLY TO YOU. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THESE TERMS SHALL AFFECT YOUR APPLICABLE STATUTORY RIGHTS.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED), ALL OF WHICH ARE HEREBY DISCLAIMED BY US TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIVATE AI DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR PERSONAL EXPECTATIONS OR BE OF A CERTAIN QUALITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NO MEMBER OF THE PRIVATE AI GROUP SHALL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REVENUE, ECONOMIC ADVANTAGE, GOODWILL, LOSS OF OR DAMAGE TO DATA, OPPORTUNITY OR SALES, DAMAGES FOR PERSONAL INJURY, OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER INTANGIBLE LOSSES (WHETHER OR NOT THE PRIVATE AI GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN CONTRACT OR TORT LAW, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING DAMAGES CAUSED BY MALWARE, VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF ANY CONTENT YOU MAY ACCESS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO, LOSS, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA SUBMITTED TO OR RECEIVED FROM THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE, RELEASE AND DISCHARGE PRIVATE AI GROUP FROM ALL LEGAL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION IN RESPECT OF THE FOREGOING. PRIVATE AI WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY EVENTS OUTSIDE OUR REASONABLE CONTROL.

WITHOUT PREJUDICE TO THE FOREGOING, THE AGGREGATE LIABILITY OF PRIVATE GROUP TO YOU IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES SHALL IN NO EVENT EXCEED \$100.00 CANADIAN.

NO INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. THERE ARE NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS IN RESPECT OF THIRD-PARTY GOODS OR SERVICES ADVERTISED ON OR OFFERED THROUGH THE SERVICES. PRIVATE AI IS NOT RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN USERS AND THIRD PARTIES. HOW LONG DO WE RETAIN YOUR PERSONAL INFORMATION?

## INTELLECTUAL PROPERTY OWNERSHIP

Private AI alone (and its third party licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services.

These Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Services, or any intellectual property rights owned by Private AI. If your use is limited to browsing, no right or license is granted to use Private AI's name, logo, and the product names associated with the Services such as "Galatea", and Private AI's affiliated companies. Otherwise, your rights are defined in any agreements you have entered into with us.

## THIRD PARTY INTERACTIONS

Our Services contain links to other independent third-party websites that we do not control. These websites are merely provided as a convenience and take you off our Website. The websites you can link to have their own separate terms and conditions as well as privacy policies. You therefore visit or access these websites entirely at your own risk. Private AI is not responsible and cannot be held liable for these websites and content, and does not endorse their content. Private AI reserves the right to limit at our sole discretion, the provisions and quantity of any feature, product or service to any person or geographic area.

Please note that these other websites may also send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use and privacy policies on those websites prior to using them.

## ENTIRE AGREEMENT

These Terms (including any referenced documents and written agreements entered into between you and us) constitute the entire agreement between you and Private AI and governs your use of the Services, superseding any prior version of these Terms between you and Private AI.

## WAIVER AND SEVERABILITY OF TERMS

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction or arbitrator to be invalid, the parties nevertheless agree that the court or arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

## MODIFICATION OF THE SERVICES AND TERMS

Private AI reserves the right, at its sole discretion to change, suspend, or discontinue the Services (including without limitation, the availability of any feature or content) at any time. Private AI may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

We reserve the right, at our sole discretion, to modify or replace any of these Terms. If we change these Terms, we will provide notice to you by posting the revised Terms on our Website and by indicating at the top of this page the date these Terms were last updated. Such changes will be effective when the revised Terms are posted to our Website, unless the jurisdiction in which you reside requires you to have 30 days prior notice. In the latter case, the effective date of the revised Terms will be 30 days after they are posted on the Website. You should check the Terms frequently for any revisions, and especially before your use of the Services. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, you are no longer authorized to access or use the Services.

## ASSIGNMENT

You may not assign your rights under these Terms without our prior written approval.

## APPLICABLE LAW AND DISPUTE RESOLUTION

To the fullest extent permitted by applicable law, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, with respect to any dispute, controversy or claim (a "Dispute") arising out of or in connection with these Terms or your use of the Services and attorn to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and is hereby expressly excluded.

WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND PRIVATE AI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Private AI agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which the following provision is enforceable, the following mandatory arbitration provision applies to you. You agree that any Dispute shall be submitted to and determined by binding arbitration in accordance with the applicable rules of the American Arbitration Association. The number of arbitrators shall be one and the parties shall mutually agree and appoint an arbitrator within 10 days of the delivery of the notice of arbitration, failing which the arbitrator shall be appointed by International Center for Dispute Resolution Canada. The place of arbitration shall be Toronto, Ontario, Canada. The language of arbitration shall be English. By agreeing to this provision, the parties agree that arbitration shall be

the exclusive forum for resolving all Disputes and the decision of the arbitrator shall be final and binding upon both parties hereto. The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction.

If you are not in a jurisdiction in which arbitration is permitted, then the parties may enforce their rights in a court in the province of Ontario.

## TERMINATION OF YOUR ACCOUNT

THIS TERMS ARE EFFECTIVE UNTIL TERMINATED BY YOU OR PRIVATE AI. YOU MAY TERMINATE YOUR ACCOUNT AT ANY TIME BY DELETING YOUR ACCOUNT AND DISCONTINUING YOUR USE OF THE SERVICES.

## EFFECTS OF TERMINATION OF YOUR ACCOUNT

The information on your account will be kept according to our [Privacy Policy](#) and data retention practices, and pursuant to applicable law. Terminating your account will not terminate any service, subscription or payment obligations you may have with us.