

## Acceptable Use Policy

Effective: October 11, 2016

The following terms apply to your use of and access to the facial recognition service ("FindFace Service") provided by N-TECH.LAB LTD and its affiliates (collectively "FindFace") and any electronic transmission sent, received, posted, accessed, or stored via the FindFace Service.

### COVERAGE OF THIS POLICY

In addition to other agreements between you and FindFace, these terms explain the policies that govern your access to and use of the FindFace Service. By accessing or using the FindFace Service, you agree to these terms (collectively the "Policy"), as FindFace may modify it from time to time. Modifications to this Policy are effective upon its posting on our website. If you do not agree to accept and comply with the Policy, then do not access or use the FindFace Service.

### ILLEGAL OR HARMFUL USE

You may access and use the FindFace Service only for lawful purposes. You are responsible for any transmission and content you send, receive, post, access, or store via the FindFace Service, including all photographs and other content or materials. Transmitting, distributing, or storing any photographs, content or material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights, including, without limitation, material protected by copyright, trademark, patent, trade secret, rights of publicity, rights of privacy or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of photographs photos and pictures.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable. Without limiting the foregoing, you may not access or use the FindFace Service in any manner for the transmission or dissemination of images containing child pornography.
- **Excessive Utilization of FindFace Service Resources:** Consuming a disproportionate amount of available FindFace Service resources resulting in the potential to disrupt or degrade the FindFace Service or FindFace Service usage by others. The determination of what constitutes excessive use depends on the specific state of the FindFace Service at any given time. Excessive use is determined by resource consumption relative to that of a typical individual user of the FindFace Service and not by the use of any particular application.
- **Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Fraudulent Conduct:** (1) conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized third party affiliation or agent for a business entity (e.g., FindFace) without the business' prior consent.
- **Falsification/Impersonation:** Using the FindFace Service to impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or create a false identity for the purpose of misleading others.
- **Failure to Abide by Third-Party Service or Website Policies:** Violating the rules, regulations, or policies that apply to any third-party service, server, computer database, or website that you access or utilize, including, without limitation, the terms of service provided by each of Google, Apple and Amazon.
- **Harmful Content:** Disseminating or posting content that is harmful to the FindFace Service or other users of the FindFace Service, including, without limitation, viruses, Trojan horses, worms,

time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

#### ELECTRONIC COMMUNICATIONS

You may not participate in spidering, harvesting, or any other unauthorized collection of photographs, e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity.

#### FINDFACE SERVICE SECURITY AND INTEGRITY

You may not violate the security of the FindFace Service in any way. Such violations may result in criminal or civil liability. FindFace may, but is not obligated to, investigate any violation of the FindFace Service. FindFace may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using FindFace products and services or sending, receiving, posting, accessing, or storing any electronic transmission via the FindFace Service, you agree to cooperate in any such investigation. Examples of FindFace Service security violations include, without limitation:

- Hacking: Unauthorized access to or use of data or systems or the FindFace Services, including any attempt to probe, scan or test the vulnerability of a system or FindFace Service or to breach security or authentication measures without the express prior authorization of FindFace.
- Interception: Unauthorized monitoring of data or traffic on any FindFace Service or system without the express prior authorization of the owner of FindFace.
- Intentional Interference: Interference with service to any user, host, or FindFace Service, including, without limitation, denial-of-service attacks, other flooding techniques, deliberate attempts to overload a system, and other attacks.
- Avoiding System Restrictions: Using manual or electronic means to avoid any limitations established by FindFace or attempting to gain unauthorized access to, alter, or destroy any information that relates to any FindFace customer or other end-user. FindFace may, but is not obligated to, take any action it deems necessary to (1) protect the FindFace Service, its rights, or the rights of its customers or third parties, or (2) optimize or improve the FindFace Service, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block content sent through the FindFace Service. FindFace may, in its sole discretion and at any time, filter undesirable content or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.

#### INVESTIGATION AND ENFORCEMENT OF THE POLICY

FindFace has the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation, and prosecution.

FindFace reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the FindFace Service if it reasonably determines that your conduct may: (1) expose FindFace to sanctions, prosecution, civil action, or other liability; (2) cause harm to or interfere with the integrity or normal operations of the FindFace Service or any services with which FindFace is interconnected; (3) interfere with another FindFace customer's use of the FindFace Service; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to FindFace or its customers.

FindFace has the right, but not the obligation, to monitor or restrict any uses of the FindFace Service that FindFace reasonably believes in its sole discretion violate this AUP. You are solely responsible for all photos, pictures and other materials and content that you transmit or receive utilizing the FindFace Service, and you are responsible for abuse of your account by others.

FindFace may also access and disclose any information (including transactional information) related to your access and use of the FindFace Service for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from

fraudulent, abusive, or unlawful use of or subscription to such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER, OR USER.

#### MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. FindFace may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Policy is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

#### QUESTIONS, COMMENTS & ABUSE

If you have any questions or comments or want to report any violations of this Policy, please email FindFace at [info@findface.pro](mailto:info@findface.pro).

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