

TERMS AND CONDITIONS

—last updated August 2023 —

1. Clarity AI

This website <https://clarity.ai/> (hereinafter, the "Site") belongs to Clarity AI Europe S.L. (hereinafter "Clarity AI", "us" or "We"), with business address at Meléndez Valdés, 16, 7^o5, 28015 Madrid, Spain and Tax Identification Number B-87752093. Clarity AI is registered in the Commercial Registry of Madrid, Volume 35678, Book 0, Page M-641193 and Sheet 140.

BY ACCESSING THIS SITE YOU ACCEPT TO COMPLY WITH THESE TERMS AND CONDITIONS. PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS, AS WELL AS THE [PRIVACY POLICY](#) AND THE [COOKIE POLICY](#) PRIOR TO USING THE SITE.

2. Purpose

These terms and conditions of use (the "Terms and Conditions") regulate the access to and use of the Site. Access to the Site and its use thereof entails fully accepting without reservation of the Terms and Conditions in force at any time when accessing the Site.

The Site is not a source of advice or a means to establish any sort of professional relationship. Information included in the Site is taken from Clarity AI's and third-party sources, and provides information based on users' preferences and proprietary technology and methodology.

Under no circumstances may the Site or its content be interpreted as the provision of financial, commercial, or strategic advice. Neither Clarity AI, its representatives, agents and suppliers shall be deemed professionals rendering auditing, investing, financial, accounting, legal or other professional or expert advice or services. Clarity AI recommends that you seek expert professional advice before making any decisions relating to such matters. Users' access to and use of the Site is voluntary and at his/her sole and exclusive responsibility.

Clarity AI reserves the right to update, modify or delete from time to time the information contained in the Site and these Terms and Conditions. WE RECOMMEND FOR USERS TO REVIEW PERIODICALLY THESE TERMS AND CONDITIONS AND RELATED DOCUMENTATION.

For the avoidance of doubt, please note that the use of any software solution provided to the users through the Site will be regulated by its own terms and conditions. The use of any Clarity AI products and services is subject to their own terms and conditions.

3. Personal Data

We collect personal data about the users of the Site. PLEASE REFER TO OUR [PRIVACY POLICY](#) IN THIS REGARD

4. Use of Cookies

We use cookies or similar devices to collect information on the use of the Site. PLEASE REFER TO OUR [COOKIE POLICY](#) IN THIS REGARD.

5. Use of the Site

The User must make reasonable use of the Site and its contents, in accordance with the purposes for which it was designed, and must not carry out any action that could damage, disable or overload the Site, or impede its normal use, or that could harm the image, interests or rights of Clarity AI or of third parties.

In particular, the User undertakes to make appropriate and lawful use of the Site as well as the contents and services, in accordance with:

- applicable law,
- generally accepted morals and good customs,
- public order, and
- these Terms and Conditions.

Clarity AI disclaims any and all responsibility, whether direct or indirect, derived from the misuse of the Site or its contents by the User.

Notwithstanding the security measures that Clarity AI has implemented to identify the existence of viruses or similar harmful programs, users must be aware that the security measures for computer systems on the Internet are not totally reliable and that the inexistence of viruses or other elements that could cause alterations to users' computer and IT systems (both software and hardware) or files therein cannot be entirely guaranteed.

Users may be held liable for any loss or damage of any nature that Clarity AI might sustain, directly or indirectly, as a result of the user's breach of the obligations and rules governing the use of the Site or any other inadequate behaviour on the Site.

It is expressly forbidden to use the Site for purposes that are harmful to the property or interests of Clarity AI, its affiliates or third parties or that in any other way overload, damage or render useless the networks, servers and other computer equipment (hardware) or products and computer applications (software) of Clarity AI or third parties.

The following actions are also prohibited:

- The use of computer viruses or any other code, file or program that is designed or intended to interrupt, damage, or limit the operation of any software, hardware or telecommunications equipment, or to damage or obtain unauthorized access to data or other information of the Company or any third party.
- Impersonating, interfering with, interrupting or failing to comply with the requirements, procedures, policies or regulations of the Site, servers or networks connected to the Site or Clarity AI or third party systems.
- Retrieving data or other content from Clarity AI to create, directly or indirectly, in single or multiple downloads, a collection of data, a new product or service, or an improvement to an existing product or service. Accessing, manipulating or using non-public areas of the website or application, Clarity AI's computer systems or the systems of its suppliers.
- Any attempt to test the vulnerability of any system or network of the Company or to violate any measure of security or authentication.
- Falsifying or altering any information of the Site.

- Attempting to decipher, decompile, disassemble designs or software accessible through the Site.
- Deleting, concealing or manipulating copyright notes, distinctive signs and other identifying data of Clarity AI or third parties incorporated into the contents, as well as technical protection devices or any information mechanisms that may be inserted into the contents.
- Collaborating with a third party to carry out any of the behaviors described.

6. Intellectual and industrial property

All of the contents of the Site including, but not limited to, texts, images, domain name, trademarks, logos, audio and video files, software files, technology, links, colour combinations and graphic designs, as well as the structure, selection and order of its contents, are protected by intellectual and industrial property laws, and cannot be exploited, reproduced, distributed, modified, publicly communicated, assigned or transformed or in any other way disclosed or exploited, without Clarity AI's express consent.

Access to this Site does not confer on the users any right or ownership over the intellectual and/or industrial property rights protecting the contents housed in this Site.

If any user deems that there is breach of the intellectual and industrial rights above, PLEASE INFORM US AS SOON AS POSSIBLE to the address indicated in Section 1 above. Clarity AI reserves the possibility of taking the appropriate legal actions in that respect.

7. Disclaimers and Limitation of Liability

Clarity AI reserves the right to delete, limit or prevent access to its Site when technical difficulties arise due to facts or circumstances beyond Clarity AI's control, which, in its opinion, reduce or annul the standard levels of security adopted for the adequate functioning of the Site. Clarity AI also reserves such right with respect to certain users, in the event of observing any conduct that in the opinion of Clarity AI is contrary to these Terms and Conditions, the legislation applicable at all times, and the rules established by Clarity AI.

Clarity AI shall not be responsible *vis-à-vis* any legal action, claim or damage (including reasonable expenses and legal fees) derived from facts beyond Clarity AI's control or due to any negligent or fraudulent act or any breach of law or regulations by users or third parties, or any act constituting an event of force majeure; causing technical errors or disruptions in the Site.

Clarity AI adopts all necessary measures so that the information it uses and provides is of sufficient quality and from sources Clarity AI considers to be reliable. However, Clarity AI does not guarantee that this information is free of any kind of error or defect or that it fits for any particular purpose or requirement.

Clarity AI makes no representations or warranties and does not accept responsibility for any loss and damage that may be due to the use of the Site or the lack of truth, accuracy, exhaustiveness and/or update of the information and contents offered on the Site which are not prepared by Clarity AI and that are provided 'as is' and 'as available', and for those stating another source, or

for the contents of other sites through a link or hyperlink from the Site, which shall be governed by the terms and conditions of use required to that end by the owners of such sites.

8. Hyperlinks and third party links

Users or third parties intending to provide a hyperlink or similar device from their website to the Site must obtain Clarity AI's prior authorisation. As the case may be, the establishment of these hyperlinks does not entail any kind of relationship between Clarity AI and the third party, or Clarity AI's endorsement of the contents or the services of the website in which the hyperlink is included.

The Site may contain links that allow users to gain access to third party sites. Clarity AI holds no responsibility over third party links included in the Site nor approves, supervises or controls in any way the content, data, products and services or any material of any nature existing on the third party links. Users assume entire and exclusive responsibility for browsing such sites. Therefore, PLEASE REVIEW THE PRIVACY POLICIES AND TERMS AND CONDITIONS OF THESE THIRD PARTY WEBSITES BEFORE BROWSING THROUGH THEM.

If any user deems that there is a site linked to unlawful or inappropriate contents, PLEASE INFORM US AS SOON AS POSSIBLE to the address indicated at the end of these Terms and Conditions. Under no circumstances does such communication entail the obligation for Clarity AI to remove the corresponding link, or presuppose effective knowledge of the contents and/or services included in the allegedly-infringing linked sites. Clarity AI reserves the possibility of taking the appropriate legal actions in that respect.

9. Miscellaneous

These Terms and Conditions shall be governed under the laws of Spain.

In the event of any discrepancy or dispute arising from the interpretation or application of these Terms and Conditions or the content of the Site, you and Clarity AI may submit, in those cases in which you have the status of consumer (and notwithstanding the EU online dispute resolution [platform](#)), to the instance having jurisdiction at your residence. Otherwise, you and Clarity AI agree to submit expressly to the jurisdiction of the Courts and Tribunals of the city of Madrid.

10. Contact us

In case of any questions or requests regarding personal data and privacy matters, please contact us at privacy@clarity.ai

In case of any questions or concerns regarding compliance matters, please contact us at compliance@clarity.ai.

For support questions regarding Clarity AI services please contact us at support@clarity.ai.