**Disclaimer EMVI**

Terms of Use

These Terms of Use set the rules for how we interact with the user and how the user can, and cannot, use the Services. These Terms of Use form a legal agreement between the user and IMVI.AI, Inc. (“us,” “we,” EMVI, or the “Company”) (the “Terms of Use”).

The EMVI application has been designed to serve as a visual assistant, utilizing artificial intelligence (AI) to connect individuals with visual impairments to their surroundings that uses the back camera on a user’s mobile device to recognize the environment and inform the user of what could be seeing in the environment. We use audio and visual overlays to inform users. (collectively, the “Services”) (the “Application”).

The Application does not runs locally on the user’s smartphone and need a internet connection by wifi, 3, 4 or 5G. As a result, the Application cannot be operated in airplane mode. The feedback is instantaneous; this means that the user receive an extra sense of information and orientation because the moment a user receives feedback, the user also knows that it is the heading in the proper direction. Currently, the Application needs input from the user to output any information. After making a picture of the scene, our proprietary “smart” algorithm has the capability to describe the scene (the “Algorithm”). We have sourced the Application from scratch as well as all data and artificial intelligence associated therewith. We do not sell the Algorithm to third parties. Users can turn the Algorithm to the “off” position by closing the Application, however, doing this will limit the Application’s functionality.

We reserve the right to capture aggregated and anonymous data to share with local municipalities for non-marketing purposes to provide insights to concerning their accessibility and improve the Application. We currently charge a fee for use of the Application and reserve the right to index the fee in the future.

# RESTRICTIONS OF USE

User must be at least eighteen (18) years old to use the Application, If you're under 18, you need parental consent to use the service. User agrees NOT to do any of the following: (1) register as a blind or visually impaired user if user is not actually legally blind or visually impaired; (2) solicit, collect or use the login credentials of other Service users; (3) use the Services to defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate any person or entity; (4) use private or confidential information via the Services; (5) remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Application; (6) use the Application as an emergency aid, a means of obtaining or providing emergency services, or a means for delivering or receiving medical treatment or medical or health services; (7) share health information with third parties using the Application or the Services; (8) use the Application and/or the Services for any illegal or unauthorized purpose; (9) frame or link to the Services except as permitted in writing by the Company; (10) attempt to reverse engineer or attempt to interfere with the operation of any part of the Application; (11) download, reproduce, duplicate, copy, sell, resell, use or otherwise exploit any of the Application for any commercial purpose without express written permission from the Company; (12) change, modify, adapt or alter the Application, or change, modify or alter another website so as to falsely imply that it is associated with the Application or the Company; (13) interfere with or disrupt the Services provided by the Application or servers or networks connected to the Application, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature; (14) alter or interfere with the way any Services or Application are rendered or displayed in a user’s browser or device; (15) create accounts with the Application through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper; (16) attempt to restrict another user from using or enjoying the Services provided by the Application; (17) encourage or facilitate violations of these Terms of Use. If user violates any of these restrictions or any provision of these Terms of Use, user’s right to use the Services and the Application will terminate immediately and any further use of the Services and the Application shall immediately cease. If any user is found to infringe upon the Company’s ownership rights to the Application or upon other intellectual property rights, including without limitation its copyrights and trademarks, such user’s rights to use the Application and the Services shall immediately terminate. We reserve the right to terminate, remove or discontinue all or a portion of the Services at any time, with or without notice to the user, in our sole discretion.

# PRIVACY

When you place an Order or Order Reservation, or if you subscribe to our Services, we have to collect your personal data. We will process your personal data in accordance with our Privacy Policy. Please read the Privacy Policy carefully before submitting an Order or before you subscribe to our Services.

# ACCESS TO THIRD-PARTY APPLICATIONS

We can choose which Third-Party Applications to promote, and we can also choose how we want to promote them, if at all. Provision of the Services and downloading of the Application does not mean we endorse, support or warrant any Third-Party Application provider (“Third-Party Provider”). We are not responsible for any Third-Party Application, any errors or other failures of any Third-Party Application, or for any agreements, acts, omissions or practices (including, but not limited to, privacy practices) of any Third-Party Provider. Your use of the Application will be governed by these Terms of Use. However, the use of the Third-Party Application shall be governed by the terms and conditions presented to you during the installation or authorization process or as otherwise required by us or a Third-Party Provider (the “Third-Party Provider Terms”). Please read those terms carefully before accepting them. We are not bound by, and we have no obligation with respect to, any Third-Party Provider’s Terms.

# END-USER LICENSE

In addition to any rights granted to us in the applicable Third-Party Provider Terms (if any), you grant us, our Affiliates (as defined below), and any applicable third parties whose websites and/or services connect to such Application, if applicable, (“Connected Third Parties”), a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free, and non-exclusive license to perform, display and use any data and other content you (or any end users accessing the Application through you) submit or make available through the Application for the purposes of: (1) providing the Application and the Services, (2) using your user data on an internal basis to improve upon the Services, and (3) generating aggregated data which does not identify you such as aggregated data for our own business purposes. For purposes of these terms of Use, the term “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

# INTELLECTUAL PROPERTY RIGHTS

The rights granted to user under these Terms of Use do not convey any additional rights in the Application or in any intellectual property rights associated therewith. Subject only to the limited rights as expressly stated herein, all rights, title and interest in and to the Application and the services, and all hardware, software and other components used therewith, including all related intellectual property rights, will remain with and belong exclusively to the Company. The Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Application or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from the user.

# DISCLAIMER

You agree that you bear all risks associated with using or relying on the Application. We do not in any way warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of the Application. The application or services provided in connection with these terms of use is supplied on an “as is” and “as available” basis. To the fullest extent under applicable law, we make no, and disclaim all, warranties (including, but not limited to, any implied warranties of merchantability, finesse for a particular purpose and non-infringement), guarantees and representations whether express, implied, oral or otherwise. You acknowledge that we do not warrant that the application or the services provided in connection with the application will be uninterrupted, timely, secure, error-free or virus-free, nor do we make any warranty as to the results that may be obtained from use of the application or the services provided therein, and no information, advice or services obtained by you from your use of the application or by us or through the application shall create any warranty not expressly stated in this agreement.

# LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EMVI. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION AND/OR THE SERVICES PROVIDED THEREIN ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU IN THOSE CASES.

# INDEMNITY

Each user agrees to indemnify and hold the Company and its Affiliates, and each of its respective officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), arising out of or related to: (1) each user’s use of the Application, (2) user’s use of the Services,  (3) any violation or breach of these Terms of Use, and/or (4) any rights of a third-party.

# CHANGES TO TERMS OF USE

We may change the terms of these Terms of Use from time to time. You should check periodically for changes to these terms.

# NOT AN EMERGENCY SYSTEM

The Application is not designed to be or intended for use as an emergency aid, a means of obtaining or delivering emergency services, or a means for delivering or receiving medical treatment or medical or health services. The Services have not been tested or approved for such critical, high-risk uses and each user agrees that user will not use the Services and/or the Application for such purposes.

# RELEASE

User hereby releases the Company (and its Affiliates, officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with a dispute between user and any third party, including without limitation another user of its Services or the Application, whether it be at law or in equity. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

# QUESTIONS AND COMMENTS

If you have questions or comments about these Terms of Use or the Application itself, please visit [www.emvi.ai](http://www.emvi.ai) or email to [info@emvi.ai](mailto:info@emvi.ai)

Privacy Policy

Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions, by sending an email to [info@emvi.ai](mailto:info@emvi.ai).

EMVI.AI has been designed to serve as a visual assistant, utilizing artificial intelligence (AI) to connect individuals with visual impairments to their surroundings. While considerable effort has been invested in creating a reliable and user-friendly experience, it is crucial to recognize and accept the following liability considerations:

This Privacy Policy is communicated to you in English. If you would like to receive the Privacy Policy in another language (French or Dutch) we kindly ask you to notify us. By using the software, you agree with our Privacy Policy, confirm to have read and understood the Privacy Policy, and give us your approval to use your personal data for the purpose of the service we offer to you and following this policy.

# Legal notice

The responsible for the data controlling and processing: EMVI.AI INC ("EMVI"), with registered offices at Vaartdijk-Zuid 13, 8460 Oudenburg, Belgium with e-mail address:[info@emvi.ai](mailto:info@emvi.ai).

# Personal data outside Europe

We primarily store your personal data in Europe but may also use other locations around the world. For example, your information collected through the Service may be stored and processed in the United States or any other so call ‘third country’ in which EMVI, a company in the same group of companies as EMVI or Service Providers maintain facilities. When we do transfer your data to a third country, we will use the transfer mechanism as approved by the GDPR (such as Standard Contractual Clauses approved by the European Commission, your consent or sending it to a country that received an adequacy decision of the European Commission.

# Retention periods of your data

As set out under the General Data Protection Regulation, we keep personal data in any event for as long as is necessary to achieve the purpose. The law does not stipulate specific storage periods for personal data. Other legislation may specify minimum storage periods, however If it does, we are under the obligation to observe these periods. Such legislation includes tax laws or laws governing financial undertakings specifically. Another reason for which we may keep your data longer is if we become involved in a lawsuit or other legal proceedings.

# Information we collect and reasons for data collection and processing

EMVI may use registration, online surveys, and other online forms that ask you to provide your name, e-mail address, and other contact information. We will also ask if you are a visually impaired or sighted user. In the future, we may also ask for other information. But since we are asking, you will always know!

If you register with EMVI through a third party account like Facebook, Google or Apple, then we will collect the information that you allow us to collect via the controls offered by your account with that provider.

We also collect and store data in order to provide the Services to you and to improve those Services. This section will give you more information about the kinds of information we collect, but the specific information we collect will depend on whether you are using our app or visiting our website.

1. Cookies and Similar Technologies. From time to time, we may use the standard cookies feature of major browser applications, mobile device or wearable device you use to access our Services. We may also use similar technologies when you use our app. We do not set any personally identifiable information in cookies.
2. These technologies help us learn which areas of our Services are useful and which areas need improvement. You can choose whether to accept cookies and other web technologies by changing the settings on your browser. However, if you choose to disable these functions, your experience using our Services may be diminished and some features may not work as they were intended.
3. Log Files. When you access our Services, we may automatically record certain log file information, including your request, browser type (when you access our website), referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails we send you to help us track which emails are opened and which links are clicked. The information we collect helps us achieve a better, more accurate understanding of how our Services are used, and how we can improve them.
4. Metadata. Metadata is usually technical data that is associated with User Content. For example, Metadata can describe how, when and by whom a piece of User Content was collected, how that content is formatted, and where in the world that content was created.
5. Analytics Data. We may use third-party analytics tools to help us measure traffic and usage trends for the Services. Those tools may employ pixels or web beacons that store a small piece of data on your device. These tools collect information sent by your device or our Services to assist us in improving the Service.
6. Video Streams and Other User Content. From time to time, we might detect an anomaly in the service that we provide, e.g., if we detect a contradiction between the algorithm and the observed behavior. If this occurs, we might store a video feed to improve our services. This video feed is not shared with third parties.

# How We Use and Share Information

Our goal in using and sharing information is to create better services for blind and visually impaired people. Here is how we use and share, or not share, the different kinds of information we collect.

1. Personal Information. Personal information is information relating to an identified or identifiable natural person – in other words, information that can identify you, directly or indirectly. Except (i) as stated in this Policy, (ii) as necessary to provide you with our Services, or (iiii) as necessary to comply with the law, we will not share your personal information with any third parties without your consent.
2. We do not sell your personal information. Here is how we may use your personal information:

* We may use your personal information to verify your identity, to check your qualifications, or to follow up with activities initiated on the Services. We may also use your contact information to stay in touch, send newsletters, send you notifications via the mobile application, inform you of any changes to the Services, or to send you additional information about EMVI.
* If we ever use a third party to help us provide our Services, our first choice will be to not provide that third party with access to any personal information. But if that third party needs access to your personal information in order to help us provide the Service, we will share the information with them only under an agreement that does not allow them to use it for any other purpose.
* We may share your contact information with non-profit organizations that advocate for or support people who are visually impaired (“Support Organizations”) that may use the information to contact you or make you aware of the services they offer.

1. Video Streams and Imaging Data. We may analyze video streams or imaging data to help us improve our Services and develop new products and services to help the blind and visually impaired community. This can be data provided through the EMVI application where we detected a defect in our service. The link between the data uploader and the data is anonymized.
2. Anonymous Information. We sometimes collect and use anonymous information to analyze our Services. In addition, we may use anonymous information to help diagnose problems with our server, to administer our Services, or to display content according to your preferences. We may also strip your personal information from data about your use of the Services to create anonymized data that we aggregate with anonymized data of other users (for example, to determine the number of sighted users we have in a particular region). We may use anonymous and anonymized information for any legal purpose.
3. Use of Cookies and Similar Technologies. We may use cookies or other similar technologies to deliver content specific to your interests, to save your username so you don’t have to re-enter it each time you use our Services, or for other purposes.
4. Required Disclosure of Personal Information. We may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to (1) conform to the law or comply with legal process served on EMVI or any parent company, subsidiaries or affiliates, (2) protect and defend the rights or property of EMVI or the users of the Services, or (3) act under exigent circumstances to protect the safety of the public or users of the Services.
5. Third Party Log-Ins. If you log into our Services using a third-party account like Facebook, Google or Apple, any information you provide that third party is subject to their terms of use and privacy policies. EMVI is not responsible for how your information is collected or used by such third parties.
6. Sale of EMVI. As businesses grow and evolve, another company can buy them (or some part of them). If EMVI or substantially all of its assets are acquired, user information, including personal information, will be one of the assets transferred to the acquirer. If a company that acquires EMVI gets access to your information, it will be bound by this Privacy Policy in its treatment of all such information.

# Access to and Deletion of Your Information

If you would like to review or request changes to or deletion of the information that we collect about you, please contact us at [info@emvi.ai](mailto:info@emvi.ai).

# Data Security

The Services have security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you, but we make no assurances about our ability to absolutely prevent any such loss or misuse to you or to any third party.

# Areas We Do Not or Can Not Control

There are some parts of our Services where we either cannot or do not control the flow of information.

1. Third Party Services, The Services may contain links to other websites and services, and you may use other services to register for or log into EMVI. If you choose to visit or use other websites or services, we are not responsible for their privacy practices or content. It is your responsibility to review the applicable privacy policies to confirm that you understand and agree with them.
2. Video Streams or Imaging data as part of the “EMVI” application. EMVI does not actively monitor and has no control over the content of video streams or imaging data. The Terms of Use for our Services that you agreed to prohibit using the video streams or imaging data for certain purposes -- no nudity, for one example. Please do not use video streams for purposes that are not permitted. Please also exercise caution in choosing what images you share, what you say, and what information you disclose while chatting with another user on a video.

# How to Contact Us

If you have any questions about this Policy, our practices related to this Services, or if you would like to have us remove your information from our database please feel free to contact us at [info@emvi.ai](mailto:info@emvi.ai) .

# Updates and Changes

From time to time, we may add to, change, update, or modify this Policy. If we change the Policy in a way that affects how your data will be used or the permissions you grant to EMVI, we will notify you and ask that you review the new Policy. At that time, you can elect to accept the new policy and continue using our Services, or you can stop using our Services. We may not notify you of changes that do not affect how your data will be used or the permission you grant us. We ask that you review this Policy from time to time to ensure that you continue to agree with all of its terms, and your continued use of the Services after a change will constitute your agreement to the new terms.

# What rights do you have?

## 1. Right to object to processing for direct marketing purposes

If you no longer want to receive offers for our products and services, you can unsubscribe at any time. All marketing messages include this possibility, and you can follow the link at the bottom of the marketing messages to exercise this right easily.

## 2. Right of access, right to rectification, right to be forgotten, right to restriction of processing

You have the right to access your data. For this purpose, you can ask us what data are registered and what they are used for. You have the right to have the data EMVI collects from you corrected, changed or supplemented if these are incorrect or incomplete. You have the right to ask who has access to your data. You can ask us what data are registered and who has/has had access to them. In certain legal instances, you have the right to have your data erased. In certain legal instances, you have the right to have less data processed by us. You have the right to object to the processing of your personal data by us.

## 3. Right to data portability

If we process your personal data on the basis of your consent or on the basis of the contract we concluded with you we can arrange that you receive the data that you have provided to us, which we store by automated means, so you can provide the data to another party you choose. This is referred to as data portability. Information which is processed for the purpose of a Legal Obligation or Legitimate interests is not covered by this obligations.

## 4. Right to object to profiling

It may be the case that you do not want us to use your personal data for profiling. Sometimes, however, we are allowed to do this, for instance to prevent fraud, manage risks or investigate unusual transactions, even if you object to the processing of data. In such situations, we will of course comply with the law.

Liability Disclaimer for Visual Assistant Application:

EMVI.AI has been designed to serve as a visual assistant, utilizing artificial intelligence (AI) to connect individuals with visual impairments to their surroundings. While considerable effort has been invested in creating a reliable and user-friendly experience, it is crucial to recognize and accept the following liability considerations:

# Limited Liability:

The developers and entities associated with EMVI.AI bear no liability for any direct, indirect, incidental, consequential, or special damages arising from the use or misuse of the application. This includes, but is not limited to, loss of data, personal injury, or any other harm incurred during the use of the application.

# User Reliance:

Users understand that EMVI.AI is intended to augment awareness of their surroundings but is not a substitute for personal judgment and responsibility. Users are urged to exercise caution, utilize other aids, and seek assistance from human guides when necessary for their safety.

# Technology Limitations:

The developers do not guarantee the flawless performance of EMVI.AI under all circumstances. Factors such as device capabilities, network connectivity, and environmental conditions may impact the application's functionality. Users acknowledge these limitations and assume the associated risks.

# Continuous Improvement:

EMVI.AI may undergo updates and enhancements to improve its features and performance. The developers are not liable for any disruptions or inconveniences resulting from these updates.

# Data Accuracy:

The application may rely on external data sources, and the developers do not guarantee the accuracy or completeness of such data. Users are advised to verify critical information independently and use their judgment.

# User Conduct:

Users are responsible for their conduct while using [Your Application Name]. The developers are not liable for any misuse, misinterpretation, or inappropriate use of the application by the user.

# No Professional Advice:

EMVI.AI is not a substitute for professional advice, and users are strongly encouraged to consult with qualified professionals for personalized assistance related to their visual impairment.

By using EMVI.AI, users explicitly acknowledge and agree to the terms outlined in this liability disclaimer. Users should regularly review these terms as they may be subject to updates or modifications.