TERMS AND CONDITIONS
Client Agreement for using Multi Modal Age Estimation Service (AgeAssure) (the "Terms")

The AgeAssure service is owned and developed by Privately SA and offered to Clients under the terms and conditions specified in this document. Clients will need to agree and comply entirely to the terms as part of our standard licensing contract.

Privately is a Swiss company with our headquarters at 109-110, Batiment D, EPFL Innovation Park, Lausanne, Switzerland. We also have a branch in London,UK. Swiss Registration Number: CHE-286.854.770 and UK Company No: FC037096. We have the rights to the AgeAssure service and all technology within it. To contact us please email contact@privately.eu

How AgeAssure works

AgeAssure technology uses one or a combination of video and audio inputs to estimate the age of a user. The data processing for the purpose of age estimation happens on the end user's device or on their browser and hence no biometric or any other personally identifiable information of the user leaves their device.

The Client will be able to integrate AgeAssure into their workflow by either integrating our Mobile Native SDK or our Web SDK, calling through the implementation of a few lines of code.

The processing will result in a session ID along with an age estimate being communicated to the Client server.

- It is assumed that you are using this service:
    - To support, for example, your staff to make machine assisted decisions related to sale of goods or services to your users hereafter called your 'clients'
    - with a legitimate interest- for example to prevent minors from accessing age restricted goods.
    - Not using this service to the detriment of your clients in unfairly denying them service
    - You understand that the technology used by AgeAssure is Facial Age Estimation based on Machine Learning which is a form of Artificial Intelligence . For more information about this technology -please look at this document.
- The SDKs can be configured to provide guidance at a number of age gates e.g., 21, 25, 30 etc.

- The Mobile Native SDKs does not require a continuous network connection, but the user must follow the guidelines for occasional connection (once a week) to maintain the subscription to the service. A network unavailability over long periods of time might result in service unavailability
- You will need to create an account in Privately Developer Channel and be recognised as a valid user of the service. You must be at least the legal adult age in your jurisdiction to use this service.

Privacy

Privately has no access to client's underlying data associated with age estimation and neither will the Client. For more details refer to our Data Privacy Policy.

Although AgeAssure will normally only delete Accounts and Content that violates this Agreement, Privately SA reserves the right to delete any Account or Content for any reason, without prior notice. Deleted content may be stored by the AgeAssure in order to comply with certain legal obligations and is not retrievable without a valid court order. Privately SA will not be liable to you for any modification, suspension, or discontinuation of the AgeAssure services.

We will delete your Content and/or your account if you request us to do so in a reasonably timely manner. However, you understand that removed content may persist in back-up copies for a reasonable period of time (up to a maximum of 6 months), in particular for archival purposes (but will not be made available to third parties save that we may be under obligation to provide them in the context of a judicial litigation or upon request of public authorities).

As our client you agree :

In order to use the AgeAssure service you will have a lawful basis to estimate the age of the end user and will not use the technology for any unintended use to the detriment of the end user or the public.

Privately is the owner or the licensee of all intellectual property rights in the AgeAssure service.

You may only use the AgeAssure service for lawful purposes. You may not use the AgeAssure service :
- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- You are responsible for ensuring that all persons who access the AgeAssure service through your service are aware of how their data is being used, especially if they are minors

- You will adhere to the best practices as expressed in the Age Appropriate Design Code
- You will make all efforts that end users may have a readily available way to appeal a single machine based estimation of age

You also agree:

Not to access without authority, interfere with, damage or disrupt:
- any part of the AgeAssure service;
- any equipment or network on which the AgeAssure services run;
- any software used in the provision of the AgeAssure services; or
- any equipment or network or software owned or used by any third party;

  AND
- not to reverse engineer, modify, hack, decompile, copy or adapt any software, algorithm or other code or scripts forming part of the AgeAssure service; and
- not to use any spidering, crawling or similar applications to collect / sniff network data packets on the AgeAssure

You must not use any part of the AgeAssure service, including the age estimation result, for testing, benchmarking (even internally), creating a dataset, training an algorithm or any form of machine learning, except to perform age estimation.

Accuracy and Undertakings

- The AgeAssure technology for age estimation is machine based and might be subject to inaccurate outputs rarely.
- With the public tests and your own tests as well as certification provided to you
- You accept the accuracy levels provided by the technology. Privately will have have no liability (whether direct or indirect) to you in contract, tort, negligence or statute for any loss of profit, any loss of revenue, loss of business, business
  interruption, or loss of business opportunity.

Rules about linking to the AgeAssure Service

- You may link with the AgeAssure Service only on your services where you have received a commercial right of use.
- We reserve the right to discontinue the availability of the service with a notice of seven days.

Governing law and jurisdiction

Subject to any local law mandating otherwise, please note that the Terms, their subject matter and their formation, are governed by Swiss law.

Last updated: April 2024