

## Clarity.ai Legal Notice

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### Legal Notice

#### 1. Ownership of the website

clarity.ai website (the "Website") is owned by CLARITY AI, Inc. (hereinafter "Clarity"), 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904, EIN (Employer Identification Number) 81-5230730, and e-mail: [privacy@clarity.ai](mailto:privacy@clarity.ai)

#### 2. Conditions of Access and Use of the Website and its Content

Access to this Web Site implies the user's acceptance of this Legal Notice and the terms and conditions set forth herein.

Access to and use of the Website confers the condition of user of the Website (hereinafter, the "User") and implies acceptance of all the conditions included in this Legal Notice, as well as its modifications. The User must carefully read this Legal Notice each time he intends to use the Web Site, since it and its conditions of use contained in this Legal Notice may be modified.

It is expressly forbidden to use the Web Site for purposes that are harmful to the property or interests of the Company 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 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.
- Impersonate, interfere with or interrupt the service, servers or networks connected to the services or fail to comply with the requirements, procedures, policies or regulations of networks connected to the services.
- Systematically retrieve data or other content from Clarity to create, directly or indirectly, in single or multiple downloads, a collection of data. Accessing, manipulating or using non-public areas of the website or application, Clarity'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.

- Falsify or alter any information of the Society.
- Attempt to decipher, decompile, disassemble designs or software of which the Company may be the legitimate owner.
- Deleting, concealing or manipulating copyright notes, distinctive signs and other identifying data of Clarity or third parties incorporated into the contents, as well as technical protection devices or any information mechanisms that may be inserted into the contents.
- Collaborate with a third party to carry out any of the behaviors described.

### 3. User's obligations

The User is obliged to make reasonable use of the Website and its contents, in accordance with the possibilities and purposes for which it was designed. In particular, the user undertakes to make appropriate and lawful use of the Website as well as the contents and services, in accordance with:

- the legislation applicable at all times.
- generally accepted morals and good customs.
- public order.
- what is established in the present Legal Notice, in the Data Protection Policy.

Clarity will not assume any responsibility, whether direct or indirect, derived from the misuse of the Web Site or its contents by the user assuming, in any case, under his exclusive responsibility, the consequences, damages or actions that could derive from his access or use of the Web Site or of the hosted contents, as well as of its reproduction or communication.

The User also undertakes to use the contents diligently, correctly and lawfully. It is strictly prohibited and, therefore, its consequences will be the exclusive responsibility of the User, access or use of the Website and its content for illegal or unauthorized purposes. The User shall be liable to the Company or to third parties for any damages that may be caused as a consequence of the breach of this obligation.

### 4. Links to other websites

The access service to the Website may include links, directories and even search tools that allow the User to access other Internet websites.

Clarity takes all possible measures and precautions in order to prevent any link from redirecting or linking from the Website to an external page that violates the rights and contents of third parties or contains contents of an illicit nature.

However, Clarity is not responsible for the content of external pages managed by third parties not linked to the Company. In the event that the external links present illegal, faulty, misleading or incomplete contents, the owner of said pages shall be liable, who shall also assume responsibility

for any possible damage caused by the use of said contents. The presence of these links does not mean in any case that the Company endorses or agrees with the content of these websites. Unless the Company has previously and expressly authorized it, no link, hyperlink, framing or similar link may be inserted in the direction of the Web Site.

### 5. Intellectual Property

The Company is the owner of all industrial and intellectual property rights of the platform and technologies developed for this Website. Likewise, Clarity is the owner or has ceded the industrial and intellectual property rights of the domain name, design and image of this Web Site, understanding by these, by way of example only, the graphics, illustrations, logos, icons and other audiovisual or sound content, as well as its graphic design and source codes (hereinafter, the "Contents"). In this sense, it is necessary to indicate that certain illustrations of the web have been created by the illustrator Hittouch ([www.hittouch.es](http://www.hittouch.es)), author of these illustrations, which have been ceded to Clarity for use in this Web Page and for any promotional element that Clarity considers appropriate.

In both cases, none of the exploitation rights recognized by the regulations in force in the matter of intellectual property on the same, except those that are strictly necessary for the use of the Web Site, may be understood to have been transferred to the User. Clarity holds the exploitation rights over the brands, commercial names or distinctive signs contained in the Web Site, without it being understood that access to the Web Site attributes any right over the mentioned brands, commercial names and/or distinctive signs.

Under the provisions of intellectual property law, are expressly prohibited any form of reproduction, distribution, public communication, modification and, in general, any act of exploitation of all or part of the Contents that make up the Website, as well as databases and software necessary for the viewing or operation thereof that does not have the express and prior written permission of Clarity or the third party owner of the rights affected.

If the User wishes to use any of the Contents of this Web Site, express authorization is required on the part of the Company. To obtain this authorization, the corresponding request must be sent to the Company, to the contact details given in point 1 of this Legal Notice.

The User undertakes to respect the intellectual and industrial property rights owned by the Company and/or third parties.

## 6. Limitation of liability

The use of the Website is subject to all applicable regulations and the User shall be solely responsible for the content of his communications through the Website.

### *6.1 With respect to the content of the Website*

The Company does not guarantee the topicality, correctness, completeness or quality of the information provided. Clarity shall not be liable for any material or immaterial damages arising from the use or non-use of the information provided or from the use of erroneous or incomplete information. The Company expressly reserves the right to modify, supplement or delete the content of the Website or part thereof temporarily or permanently without prior notice.

### *6.2 Disclaimer of liability for the use of the Website*

The Company does not guarantee the availability of the Website. Clarity excludes any responsibility for damages of any nature that may be due to the lack of availability or continuity of the operation of the Website. Clarity does not control with previous character, the absence of virus or elements in the contents, that can produce alterations in the Software or Hardware of the users that visit the Web site, reason why it will not respond of the damages and prejudices of any nature that could be derived from the same ones. It corresponds to the User, in any case, the availability of adequate tools for the detection and disinfection of harmful computer programs.

The Company has no obligation to control the use that the User makes of the Website, the Services and the Contents. Clarity is not responsible for damages to the computer equipment of Users or third parties during the provision of the service of the Website, or for damages of any nature that may be due to the use of the contents by the User. Among others, and by way of illustration and not limitation, the Company is not responsible for (i) the lack of maintenance and effective operation of the Web Site and/or its services or Content; (ii) lack of usefulness of the Web Site or Content for any activity; (iii) the existence of viruses, malicious or harmful programs in the Content; (iv) the reception, obtaining, storage, diffusion or transmission, on the part of the Users, of the Contents and (v) the illicit, negligent, fraudulent use, contrary to the terms of this Legal Notice, or to good faith and public order, of the Web Site or its Contents, on the part of the Users.

The Company reserves the right not to provide the service to any person for any reason and/or to interrupt the service in whole or in part at any time, with or without prior notice.

### **7. Personal data protection**

Clarity guarantee confidentiality and security of any personal data obtained on the website. Clarity Will only process the personal data according to what is informed in its Privacy Policy.

### **8. Law and jurisdiction**

Any dispute arising in connection with the use of the Website shall be subject to the non-exclusive jurisdiction of the courts and tribunals of the State of Delaware, Clarity AI, Inc. domiciled in the

United States. Notwithstanding the foregoing, in the event that the User is an European resident, the parties submit to the courts and tribunals of user domicile in Europe.