

## Terms and Conditions

Current as of: 3rd March 2024  
Version: 2.0

### 1. Introduction

- 1.1. HautAI OÜ, registry code 14494738, location Tallinn, Estonia, Tallinn (“we,” “our,” or “us) operates Skin SaaS Platform (“Platform”) that allows to analyse skincare and skin health-related data using computer vision and machine learning algorithms. The Platform is provided solely to businesses and is not intended for consumers. Your use of the Platform is subject to these Terms and Conditions (“Terms”).
- 1.2. The Platform produces a report (“Skin Metrics”) that includes skin parameters we extract from digital images using computer vision methods. Skin Metrics describe skin’s visual features such as redness, pigmentation, presence of dark circles. Please be aware that Skin Metrics are provided to you only for the purposes of demonstrating the computer vision and machine learning algorithms.
- 1.3. **Skin Metrics is not intended to be a substitute for professional medical advice, diagnosis or treatment. Consult with a licensed physician or qualified health care provider for inquiries about medical conditions or treatments, and prior to suggesting or initiating any new health care regimen.**

### 2. Conditions of Use

- 2.1. Subject to all limitations and restrictions contained herein, we grant you a right to access and use the Platform solely for demo purposes in accordance with these Terms.
- 2.2. You understand and agree that we use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Platform.
- 2.3. You hereby represent and warrant that all the images have been obtained lawfully, your use of the Platform is compliant with applicable data protection laws and you have all the necessary rights to process personal data related to the images.
- 2.4. You may not sell, modify, re-use, re-sell, distribute, reproduce or make any other use of the Platform and Skin Metrics.
- 2.5. You cannot use your demo account for any commercial purposes.
- 2.6. You may not reverse engineer, decompile or disassemble the Platform or modify or falsely imply that you are associated with the Platform. You may not use any robot, scraper, or other automated means to access the Platform or extract data without our express written permission.
- 2.7. No ownership or exclusive copyrights to the Platform are granted to you through your use of the Platform.
- 2.8. You use the Platform entirely at your own risk, for which we shall not be liable.
- 2.9. You own all right, title and interest in and to the data and images you are uploading on our Platform, subject to our rights as set forth below. You grant us the right to use, reproduce, modify and distribute uploaded data and images as necessary or appropriate to transmit, store, encrypt, calculate, anonymise, and analyse the uploaded data and images and create and distribute the Skin Metrics reports. We shall own all anonymized data, including any images, calculations, functions, features, or other modifications of the data and images uploaded by you to our Platform.
- 2.10. We reserve the right to suspend or terminate your demo account and your use of the Platform if you violate these Terms.

### 3. Account

- 3.1. You are responsible for all activity that occurs under your account. You are responsible for maintaining the security of the account and password. We cannot and will not be liable for any loss or damage if you fail to comply with this obligation. You shall promptly notify us if you become aware of any unauthorized use of, or access to your account, including any unauthorized use of password or account.

3.2. Changes to the account can be requested only by using the e-mail address provided during the sign up.

#### **4. Intellectual Property Rights**

4.1. All intellectual property rights to the components of the Platform, any upgrade of the software and all additions, corrections, and improvements thereto, and in any other proprietary software made available by us to you will at all times remain the property of us and/or the licensor who has granted us the respective licence for the use of such intellectual property rights. The intellectual property rights in all software developments (APIs, applications, algorithms, methods etc) done by us for you will remain with us.

#### **5. Personal Data**

5.1. You undertake to comply with all applicable personal data protection legislation. You can upload on the Platform images you have lawfully acquired to be used for the Platform. Please read the Privacy Notice for Demo Accounts on how we process your personal data.

#### **6. Disclaimer of Warranties**

6.1. We provide Platform on an “as is” and “as available” basis, without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Platform, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

6.2. We do not warrant that the Platform will meet your requirements; that the Platform will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of Platform is accurate, reliable or correct; that any defects or errors will be corrected; that the Platform will be available at any particular time or location; or that the Platform is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of the Platform.

#### **7. Limitation of Liability**

7.1. To the extent permitted by applicable law, we are not liable for loss or damage incurred by (i) your use or inability to use the Platform or Skin Metrics; (ii) any modification, suspension or discontinuance of the Platform; (iii) the software or systems that make the Platform available; (iv) unauthorized access to or alterations of transmissions of your data and images; (v) errors or computer viruses transmitted through the Platform; (vi) improper use of the Platform for personal or medical use; or (v) any other matter relating to the Platform.

7.2. Our liability is limited to direct patrimonial damages caused to you as a result of our intentional or gross negligent breach. Under no circumstances will we be liable for loss of your profit. To the extent permitted by applicable law, we are not liable for any claims of third parties relating to the Platform.

7.3. We will have no liability for any failure or delay due to matters beyond our reasonable control. Our maximum liability is limited to the amount of EUR 100 or the actual damages, whichever is lesser.

7.4. The limitations and exclusions of liability set out under these Terms shall not apply in cases and to the extent where such liability cannot be excluded or limited under applicable law.

#### **8. Indemnification**

8.1. You indemnify, defend, and hold us harmless from and against all claims, liabilities, and expenses arising out of your use of the Platform, including, but not limited to, your violation of applicable data protection legislation.

#### **9. Changes to these Terms**

9.1. We reserve the right, at our sole discretion, to amend these Terms at any time, in particular, if amendments are necessary to comply with legal obligations, due to changes in the Platform or any other ordinary business activities.

9.2. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently Platform (or any part of it) with or without notice.

#### **10. Applicable Law and Dispute Resolution**

- 10.1. These Terms and any documents relating thereto are governed in accordance with the laws of Estonia.
- 10.2. All disputes arising from or related to these Terms or the use of the Platform will be settled by way of negotiations. If an amicable settlement cannot be reached, the dispute shall be settled in the courts of the Republic of Estonia, with the court of first instance being the Harju County Court located in Tallinn.