

Terms of Use

Welcome to www.suspecttech.com (including its subdomains, content, trademarks, and services, collectively referred to as the "Site"). Please carefully review the following Terms of Use before accessing or using the Site, as they outline your legal rights and obligations with respect to Suspect Technologies Inc. (doing business as Suspect Technologies) ("Suspect Technologies," "we," "our," or "us"). By accessing or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, as well as our Privacy Policy (together referred to as the "Terms"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted by applicable law. If you do not agree to these Terms, please refrain from using the Site.

1. Purpose of the Site

The Site is intended to provide information about Suspect Technologies, including details about our products and services, such as our facial recognition and video analytics products.

2. Modifications

We reserve the right, at our sole discretion, to modify these Terms at any time. Any changes will become effective ten (10) days after the revised Terms are posted on the Site. Your continued use of the Site after such changes have taken effect indicates your acceptance of the updated Terms.

3. Eligibility

The Site is intended for individuals aged thirteen (13) years or older. If you are under 13 years old, please do not use the Site. If you are between 13 and 18 years old, you must review these Terms with a parent or guardian to ensure that you and your parent or guardian understand and agree to them.

4. Access to the Site

While these Terms are in effect, we grant you permission to access and use the Site, provided that you comply with these Terms and applicable laws.

5. Restrictions

You agree not to:

- (i) Copy, distribute, or modify any part of the Site without our prior written consent;
- (ii) Use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download, or otherwise), reproduce, distribute, display, or disclose content from the Site (“Content”) except as expressly permitted herein;
- (iii) Disrupt servers or networks connected to the Site;
- (iv) Use or deploy any automated systems (including, but not limited to, “robots” and “spiders”) to access the Site;
- (v) Circumvent, disable, or interfere with security-related features of the Site or features that restrict the use or copying of Content or enforce limitations on the use of the Site.

6. Payments

We may offer various products and services for purchase (“Services”). Your purchase may be subject to foreign exchange fees or price differences based on your location (e.g., exchange rates). We may store and continue billing your payment method (e.g., credit card) even after it has expired. All purchases of paid Services are subject to the applicable agreement with Suspect Technologies. You can request a copy of your invoice by contacting us at dev@suspecttech.com.

7. Intellectual Property Rights

- **7.1 Content and Marks:** The content on the Site, including but not limited to text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the “Materials”), as well as Personal Information (as defined in the Privacy Policy), and the trademarks, service marks, and logos contained therein (“Marks”), are the property of Suspect Technologies and/or its licensors. These materials may be protected by applicable copyright and other intellectual property laws and treaties. “Suspect Technologies,” the Suspect Technologies logo, and other marks are trademarks of Suspect Technologies or its affiliates. All other trademarks, service marks, and logos used on the Site are the property of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.
- **7.2 Use of Content:** Content on the Site is provided for informational and personal use only. You may not use, modify, copy, distribute, transmit, broadcast, display, sell, license, decompile, or otherwise exploit the Content for any other purpose without our prior written consent. If you download or print a copy of the Content, you must retain all copyright and other proprietary notices contained therein.

8. Information Accuracy

We strive to provide accurate information on the Site. However, we cannot guarantee that the Content is accurate, complete, reliable, current, or error-free. We reserve the right to make changes to the Content or any part thereof at any time without notice. Your use of the Content is at your own risk.

9. Privacy

We will use any personal information collected or obtained in connection with the Site in accordance with our Privacy Policy, which is available at <https://suspecttech.com/privacy/>. By using the Site, you agree that we may use your personal information in accordance with the Privacy Policy.

11. Warranty Disclaimers

- **11.1** This section applies regardless of whether the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so some exclusions set forth herein may not apply.
- **11.2** THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SUSPECT TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SUSPECT TECHNOLOGIES DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT SUSPECT TECHNOLOGIES WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION, OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE, OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.
- **11.3** EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, SUSPECT TECHNOLOGIES DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES,

OR CONDITIONS REGARDING THE SECURITY OF ANY INFORMATION YOU PROVIDE OR ACTIVITIES YOU ENGAGE IN WHILE USING THE SITE.

12. Limitation of Liability

- **12.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUSPECT TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS, OR REPUTATION, ARISING UNDER THESE TERMS OR FROM YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF SUSPECT TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so these limitations may not apply to you.
- **12.2** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SUSPECT TECHNOLOGIES FOR ANY DAMAGES ARISING UNDER THESE TERMS OR FROM YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED (A) THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO SUSPECT TECHNOLOGIES FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM, IF ANY.

THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL PART OF THE BARGAIN BETWEEN YOU AND SUSPECT TECHNOLOGIES AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G., WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Indemnity

You agree to defend, indemnify, and hold Suspect Technologies harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your violation of these Terms; (iii) your violation of any third-party rights, including, without limitation, any intellectual property rights or privacy rights; or (iv) any damage of any sort, whether direct, indirect, special, or consequential, you may cause to any third party with respect to the Site. This defense and indemnification obligation will survive these Terms and your use of the Site.

14. General

- **14.1** These Terms do not create any agency, partnership, employment, or joint venture relationship between you and Suspect Technologies.
- **14.2** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Suspect Technologies without restriction or notification to you.
- **14.3** Any failure to enforce any provision of these Terms shall not be considered a waiver of the right to enforce such provision.
- **14.4** If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of these Terms shall remain in full force and effect.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law rules.

16. Contact Us

If you have any questions about the Site or these Terms, please contact us at: dev@suspecttech.com.