Lid Vizion Platform Terms of Use

Effective Date: January 01, 2025

1. Introduction and Acceptance of Terms

Binding Agreement

These Terms of Use ("Agreement") constitute a legally binding contract between Lid Vizion, LLC ("Company," "we," "us") and the entity or individual registering for, accessing, or using the Services ("Customer," "you"). By creating an account, accessing the platform, or using any of the services, tools, or resources provided by the Company (collectively, the "Services"), you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein, as well as all policies incorporated by reference. If you do not agree to this Agreement, you must not access or use the Services.

Eligibility and Authority

The Services are intended for business, professional, or trade-related purposes. By entering into this Agreement, you represent and warrant that you are at least 18 years of age, or the legal age of majority in your jurisdiction, and possess the full legal authority to enter into this Agreement and bind your company, organization, or other legal entity to its terms and conditions. If you do not have such authority, you are prohibited from using the Services. The platform is not intended for individuals under the age of 16, and the Company does not knowingly collect data from them, in alignment with global data privacy standards.

Scope and Incorporated Documents

This Agreement governs your access to and use of the Lid Vizion platform, which includes but is not limited to tools for creating custom computer vision workflows, one-click application deployment infrastructure, application templates, and cloud formation templates. This Agreement expressly incorporates by reference the following documents, which collectively form the complete contract between you and the Company:

* Lid Vizion Privacy Policy

* Lid Vizion Acceptable Use Policy (AUP)

* Lid Vizion Data Processing Addendum (DPA)

* Any applicable Service Level Agreement (SLA)

Modern platform governance relies on a modular legal architecture, where specific policies are maintained as separate documents. This structure, common among leading technology providers, enhances clarity for users and allows the Company to update specific policies in response to regulatory or technological changes without amending the entire master agreement. You are responsible for reviewing all incorporated documents.

Definitions

* "Platform" refers to the Lid Vizion websites, applications, software, and infrastructure.

* "Services" refers to all products, tools, features, and functionalities offered by the Company via the Platform.

* "Authorized User" means an employee, contractor, or agent of the Customer who is authorized by the Customer to access and use the Services under the Customer's account.

* "User Content" means all software, code, data, text, images, video, and other materials that a Customer or its Authorized Users upload, post, process, or otherwise transmit to or through the Services.

* "Output" means any trained models, deployed applications, reports, or other results generated by the Customer's use of the Services based on their User Content.

* "Subscription Plan" refers to the specific package of Services, usage limits, and features selected by the Customer, as detailed on the Company's pricing page.

2. User Accounts and Responsibilities

Account Registration

To access the Services, you must create an account. You agree to provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this Agreement, which may result in immediate termination of your account. The use of temporary, disposable, or "burner" email services for registration is strictly prohibited, as is impersonating another person or entity. Accurate contact information is essential for billing, security alerts, and legal notices.

Account Security and Credentials

You are solely responsible for safeguarding the password, API keys, and any other credentials used to access the Services and for any activities or actions under your account, whether or not you have authorized them. You must treat such information as confidential and not disclose it to any third party. You agree to notify the Company immediately upon becoming aware of any breach of security or unauthorized use of your account. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.

Responsibility for Authorized Users

If you are a business or other legal entity, you are fully responsible and liable for the acts and omissions of all Authorized Users who access the Services under your account. You agree to ensure that all Authorized Users comply with the terms of this Agreement and the Acceptable Use Policy. Any breach of this Agreement by an Authorized User shall be deemed a breach by you, the Customer. This structure is a fundamental component of business-to-business service agreements, as it establishes a single, clear point of legal accountability with the contracting entity, thereby mitigating risk and simplifying enforcement. It is your responsibility to manage your Authorized Users' access and to terminate their access if their roles change or their employment ends.

3. The Lid Vizion Services

Scope of Services

The Company provides a Backend-as-a-Service (BaaS) platform designed to build and deploy computer vision applications. The Services include, but are not limited to, access to a library of application templates, tools for creating custom data processing and model training workflows, cloud formation templates for developers, and infrastructure for one-click deployment of applications.

License Grant to Use the Services

Subject to your compliance with this Agreement and payment of all applicable fees, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services during your subscription term, solely for your internal business purposes and in accordance with the specifications of your chosen Subscription Plan. This license does not grant any ownership rights to the Platform or its underlying technology.

Restrictions on Use

You shall not, and shall not permit any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer your rights to use the Services; (iv) use the Services to develop a competitive product or service; (v) remove any proprietary notices or labels from the Services or associated documentation; or (vi) conduct any penetration testing, vulnerability scanning, or load testing on the Platform infrastructure without the Company's express prior written consent.

Third-Party Services and Integrations

The Services rely on and integrate with various third-party services, including but not limited to Vercel for application deployment and underlying cloud infrastructure providers. Your use of features that leverage these third-party services is also subject to their respective terms of service and acceptable use policies. For example, any application you deploy through the Platform must comply with third-party terms. This "flow-down" of obligations is a critical legal reality for platforms built on other services. To protect our platform and users, we must contractually bind you to the terms of our key infrastructure partners. The Company makes no representations or warranties regarding these third-party services and expressly disclaims all liability for their performance, availability, security, or any damages arising from your use of them. Any interruption or failure of a third-party service may impact the availability of certain features of the Lid Vizion Services, and the Company shall not be liable for such interruptions.

4. Intellectual Property Rights

Lid Vizion Intellectual Property

The Company and its licensors are and will remain the exclusive owners of all right, title, and interest in and to the Services, including all software, code, algorithms, user interface designs, application templates, cloud formation templates, documentation, trademarks, and other

intellectual property that comprises the Platform. This Agreement does not grant you any rights to the Company's intellectual property except for the limited access license granted in Section 3.

User Content Ownership and Responsibility

As between you and the Company, you retain all ownership rights, title, and interest in and to your User Content. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all your User Content. You represent and warrant that you own or have obtained all necessary rights, licenses, and consents to upload and process your User Content on the Platform.

License Granted by Customer to Lid Vizion

To enable us to provide the Services, you grant the Company a license to your User Content. The scope of this license is a critical component of our service offering and is determined by your Subscription Plan, as detailed below. This distinction is fundamental to ensuring that customers with different needs—from public experimentation to private commercial development—have clear and appropriate data usage terms.

| Subscription Plan | User Content License Granted to Lid Vizion | Permitted Use by Lid Vizion |

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| Free / Public Tier | Broad, perpetual, sublicensable, worldwide, royalty-free | Provide Services; Operate, promote, and improve the platform; Train AI models; Create derivative works; Redistribute publicly shared content. |

| Paid / Private Tiers | Limited, non-exclusive, worldwide, royalty-free (for term of subscription) | Provide, maintain, secure, and support the Services for the specific Customer; Internal analytics on an aggregated, anonymized basis. |

* For Private Projects (Paid Subscription Tiers): You grant the Company a worldwide, non-exclusive, royalty-free license to access, use, reproduce, modify, and display your User Content solely for the purposes of providing, maintaining, securing, and supporting the Services for you. The Company may also use anonymized and aggregated data derived from your User Content for its internal business purposes, such as analyzing usage patterns and improving the Services, provided that such data does not identify you or any individual.

* For Public Projects or Free Tiers: You grant the Company a broad, worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise exploit your User Content in connection with operating, promoting, and improving the Services. This includes the right for the Company to use such User Content to train and improve its own AI models and services. This broad license is a fundamental part of the value exchange for providing the Services at no cost.

AI Model Licensing

The Platform may provide access to pre-trained AI models or components that are subject to third-party or open-source licenses (e.g., AGPL-3.0, Apache 2.0). Your Subscription Plan may include a commercial license for the use of certain models within the Lid Vizion Platform. However, if you export, download, or otherwise use any model or Output outside of the Platform, you are solely responsible for ensuring your use case complies with all applicable licenses. The Company provides information on model licenses as a convenience but disclaims any warranty as to its accuracy and is not liable for your failure to comply with third-party license terms. This clause is essential for managing the significant legal risks associated with the complex licensing landscape of modern AI models.

Feedback

If you provide any suggestions, ideas, enhancement requests, or other feedback to the Company regarding the Services ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, incorporate, and exploit such Feedback for any purpose without any obligation, attribution, or compensation to you.

5. Fees, Payments, and Subscriptions

Subscription Plans and Fees

The Services are provided under various Subscription Plans, the details and fees of which are available on our pricing page. You agree to pay all fees specified for your selected plan in accordance with the terms in effect at the time a fee is due and payable.

Billing and Payment

All fees are payable in U.S. Dollars and are non-refundable, except as may be expressly provided in this Agreement or required by law. You must provide a valid credit card or other accepted payment method and authorize the Company and its third-party payment processors (e.g., Stripe) to charge your payment method for all fees incurred. Fees for Subscription Plans are billed in advance on a recurring basis (e.g., monthly or annually).

Automatic Renewal

To ensure uninterrupted service, your subscription will automatically renew at the end of each subscription term for a successive period of the same duration, at the then-current non-promotional rate. You may cancel the automatic renewal at any time through your account settings. If you cancel, your subscription will remain active until the end of the current paid term. This auto-renewal process will be made clear during checkout, in alignment with principles of transparency found in consumer protection frameworks, which serve as a best practice even in B2B contexts to prevent billing disputes.

Taxes

Stated fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder.

Fee Changes

The Company reserves the right to modify its fees and charges or introduce new charges at any time. Any fee changes for your existing subscription will become effective upon the commencement of the next renewal term, provided that we give you at least thirty (30) days' prior written notice.

6. Acceptable Use

Your use of the Services must comply with the Company's Acceptable Use Policy (AUP), which is incorporated herein by reference. You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law or regulation, infringes on the intellectual property or privacy rights of others, or is otherwise abusive or harmful. Prohibited activities include, but are not limited to:

- Illegal and Harmful Activities: Transmitting any material that is unlawful, harassing, defamatory, fraudulent, or obscene.
- Security Violations: Attempting to gain unauthorized access to any system or network, probing or scanning for vulnerabilities, or breaching security or authentication measures.
- Network Abuse: Engaging in any activity that could disrupt or overburden the Services or their underlying infrastructure, including denial-of-service (DoS) attacks.
- AI-Specific Misuse: Generating or disseminating content that is intentionally deceptive or misleading (e.g., "deepfakes" for malicious purposes), promotes hate speech or violence, exploits minors, or attempts to circumvent safety filters and mitigations built into the AI models. The nature of "abuse" on AI platforms is constantly evolving, and our AUP must be a living document to address emerging threats like election disinformation or the generation of non-consensual intimate imagery.
- Intellectual Property Infringement: Using the Services to create, store, or transmit any material that infringes any copyright, trademark, patent, trade secret, or other intellectual property right of any party.

The Company reserves the right to investigate any suspected violation of the AUP and may suspend or terminate your account immediately and without notice if a violation is found.

7. Data Privacy and Security

Privacy Policy

The Company's collection, use, and disclosure of Personal Data in connection with the Services are described in our Privacy Policy, which is incorporated by reference into this Agreement. You agree to the practices described therein. You are responsible for providing all necessary notices and obtaining all necessary consents from individuals as required by applicable data protection laws, including the EU General Data Protection Regulation (GDPR).

GDPR: Controller and Processor Roles

For the purposes of the GDPR and other applicable data protection laws, you are the "Data Controller" of any personal data contained within your User Content, and the Company is the "Data Processor". This means you determine the purposes and means of processing, and we process the data on your behalf and according to your instructions. Our respective obligations are further detailed in our Data Processing Addendum (DPA), which is available upon request and is incorporated by reference into this Agreement for any Customer subject to the GDPR. Having a clear, compliant, and accessible DPA is not merely a legal formality; it is a critical prerequisite for engaging with customers in the European Union or those who handle the data of EU residents, making it an essential tool for compliance and business enablement.

8. Confidentiality

Each party agrees to treat as confidential all non-public information received from the other party that is marked as "Confidential" or that a reasonable person would understand to be confidential ("Confidential Information"). Each party will use the other's Confidential Information only to exercise its rights and fulfill its obligations under this Agreement and will protect it with at least the same degree of care it uses for its own confidential information, but no less than a reasonable degree of care. This obligation will not apply to information that is publicly known, already in the receiving party's possession without a duty of confidentiality, or independently developed.

9. Disclaimers and Warranties

"AS IS" and "AS AVAILABLE" Disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

No Guarantee of Performance or Accuracy

THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE COMPANY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY OUTPUT GENERATED THROUGH THE SERVICES. YOU ACKNOWLEDGE THAT AI-GENERATED OUTPUT MAY CONTAIN INACCURACIES OR ERRORS AND SHOULD NOT BE RELIED UPON AS A SOLE SOURCE OF TRUTH OR A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU ARE RESPONSIBLE FOR INDEPENDENTLY EVALUATING AND VERIFYING ALL OUTPUT BEFORE USE OR RELIANCE.

10. Limitation of Liability

Exclusion of Indirect Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Cap on Direct Damages

EXCEPT FOR THE "CARVE-OUTS" LISTED BELOW, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU TO THE COMPANY FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Carve-Outs from Limitations

The limitations of liability set forth above shall not apply to: (i) a your obligations under the "Indemnification" section; (ii) a your breach of its confidentiality obligations; (iii) liability arising from your gross negligence, willful misconduct, or fraud; or (iv) your obligation to pay all applicable fees.

11. Indemnification

Indemnification by You

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your or your Authorized Users' use of and access to the Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party.

Indemnification by the Company

The Company agrees to defend, indemnify, and hold harmless you and your officers, directors, and employees from and against any third-party claims alleging that the Lid Vizion Platform itself (excluding any User Content or third-party components) infringes or misappropriates a valid U.S. patent, copyright, or trademark. This obligation is contingent upon you providing prompt notice of the claim and reasonable cooperation in the defense.

12. Term and Termination

Term

This Agreement commences on the date you first accept it and continues as long as you have an active subscription or are otherwise using the Services.

Termination

You may terminate this Agreement at any time by canceling your subscription and ceasing all use of the Services. The Company may suspend or terminate your access to the Services immediately, without prior notice or liability, for any reason, including without limitation if you breach this Agreement or the AUP. Either party may terminate this Agreement for cause if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

Effect of Termination

Upon termination, your right to use the Services will immediately cease. You are responsible for exporting your User Content prior to termination. The Company may permanently delete your User Content after a commercially reasonable period following termination. All provisions of this Agreement which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. Dispute Resolution

Governing Law

This Agreement and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Mandatory Binding Arbitration

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN, USA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) PURSUANT TO ITS COMMERCIAL ARBITRATION RULES. For technology companies serving a global user base, mandatory arbitration is a standard and highly effective risk management strategy to avoid costly and unpredictable court litigation. For customers located outside of the United States, disputes shall be administered by JAMS pursuant to its International Arbitration Rules.

Class Action Waiver

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

14. Miscellaneous Provisions

Entire Agreement

This Agreement, together with all documents incorporated by reference, constitutes the entire agreement between you and the Company concerning the Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

Changes to the Terms

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect. Notice may be provided via email to the address associated with your account or through a notice on the Platform. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Force Majeure

Neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, acts of God, war, or pandemic.

Assignment

You may not assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Contact Information

For any questions, legal notices, or communications regarding this Agreement, please contact us at:

Lid Vizion, LLC
Attn: Legal Department
11767 South Dixie Hwy, Suite 426,
Pinecrest, FL, 33131
Email: legal@lidvizion.com