

Terms and conditions for use of IRIS Clarity

Acceptance of these terms and conditions (the “Terms”)

These Terms are entered into between Iris (“Iris”) and you. These Terms, together with any additional documents referenced herein are incorporated into these Terms and govern your access to and use of the Iris Clarity application (“Clarity”), including the content, operation and services available through Clarity, in addition to all ancillary and related service and material including, but not exclusively, the Iris website, applications and other such material. References herein to “you”, “your”, or “yours” refer to you including any entity or organisation, persons accessing or using Clarity through an entity or organisation such as end users (“End Users”).

YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU DOWNLOAD, INSTALL, REGISTER, USE, OR OTHERWISE ACCESS CLARITY. BY DOWNLOADING, INSTALLING, REGISTERING WITH, USING, OR ACCESSING CLARITY, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND FORMALLY ACCEPT TO BE LEGALLY BOUND BY THESE TERMS AND THE IRIS PRIVACY POLICY, (AVAILABLE AT <https://iris.audio/legal/privacy-policy>); (B) IF YOU ARE A CORPORATE USER, YOU FURTHER CONFIRM THAT YOU ARE AUTHORISED TO BIND YOUR ENTITY OR ORGANISATION, AND THAT YOUR ACCEPTANCE OF THESE TERMS LEGALLY BINDS THAT ENTITY OR ORGANISATION. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE CLARITY IN ANY WAY INCLUDING BY WAY OF DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING CLARITY.

Right to make amendments to these Terms

Iris may update these Terms from time-to-time with immediate effect at Iris’ sole discretion. Notification may be made by direct communication or by posting changes to these Terms themselves. Your continued use of Clarity following the updating of these Terms amounts to acceptance by you of the modifications

License

Subject to these Terms, Iris grants you a limited, non-exclusive, non-sublicensable, and non-transferable license to download, install, use, and access Clarity for the use and for the period specified in your subscription. Use is expressly for internal

business (including end users as permitted under your subscription) or private use on a computer owned or otherwise controlled by you (a “Device”) strictly in accordance with these Terms. You are responsible for the actions of any end users or other users permitted to use Clarity under your subscription.

Restrictions

You shall not: (a) copy or permit any other person to make copies of Clarity unless specifically allowed under your subscription; (b) modify, translate, adapt, or otherwise create derivative works or improvements of Clarity; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or any part thereof of Clarity; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from Clarity or any copies thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Clarity, or any content, features, or functionality of Clarity, to any other person or party or (f) use Clarity in any safety critical application of any type save if expressly permitted in your subscription.

Reservation of Rights

You hereby accept that Clarity is provided exclusively under license, and is not sold, to you. Furthermore, you acknowledge that you have not and will not acquire any ownership or other such interest in Clarity under and subject to these Terms.

All rights and interests in Clarity are retained and reserved by Iris including all forms of intellectual property save as expressly granted by these Terms.

Collection and use of your information

You acknowledge that when you download, install, register with, use, or access Clarity, information about your device and its use (including use of Clarity) may be automatically collected. You may also be required to provide certain information about yourself as a condition to downloading, installing, registering with, using or accessing Clarity. You acknowledge and accept that Clarity uses artificial intelligence, digital signal processing, and machine learning systems, which may also be collecting information on your use and access of Clarity. All information we collect will be subject to the Iris Privacy Policy which can be accessed at <https://irislistenwell.com/legal/privacy-policy/>

Changes to Clarity

Iris may at its sole discretion provide updates to Clarity which may include upgrades, bug fixes, new features or other such changes. Updates may modify or delete some existing content or features of Clarity and you agree that Iris has no obligation to make changes to Clarity or to ensure the continuance of existing features providing that the general functionality remains operational.

You are responsible for backing up all material you store on your device or system and Iris has no responsibility for any material that is lost or corrupted including that related to Clarity content and settings.

You acknowledge that if you fail to install any IRIS updates to Clarity, then Clarity may not operate properly.

Integrating with Third Parties

Use and access of Clarity may involve use and access of third-party platforms, software, applications, or other tools (such as Facetime, Skype, and other video and audio communication software). You hereby acknowledge and accept that in order to provide you with Clarity, Iris may integrate with such third parties, including transmitting and receiving information in accordance with these Terms.

Account registration

You may be required to register a user account for Clarity including the provision of your personal data. It is your responsibility to ensure that all the information you provide is correct, up-to-date, complete. Its use will be governed by these Terms.

You agree not to provide any other entity or person with access to Clarity including by disclosure of any username, password or access key

Intellectual property rights

The IRIS and Clarity names, logos, designs and imagery relating thereto are the property of Iris and you hereby agree not to use such property other than as expressly permitted under these Terms.

Clarity and its contents, features, functionality, and services are owned by Iris, its licensors, or other providers of such material and are protected by applicable intellectual property laws including, but not exclusively, copyright, trademark, patent, moral rights, trade secret and other intellectual property or proprietary rights

You agree to assign exclusively to Iris any feedback, suggestions, observations or recommendations you make directly or indirectly to Iris relating to Clarity, or any other actual or potential IRIS product.

You acknowledge and agree not to copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit Clarity or any part thereof (including any operational, marketing or other material) save as required for the proper and legitimate use of Clarity by you in accordance with these Terms.

Your Obligations and Prohibited Uses

You acknowledge and agree not to use Clarity for any unlawful purposes or for any purpose not expressly permitted by these Terms. You further acknowledge and agree that it is your sole obligation to obtain any required licenses, permissions, consents and agreements necessary for the lawful use of music, conversations, sound recordings or other such material that you process, store or use in association with Clarity.

Iris does not store, monitor any music, conversations, sound recordings or other such material

Third-Party Materials and Links

Iris may make use of third-party material either directly or through links to third party resources. Iris is not responsible or liable for this third-party material in any way and your use of it is at your sole discretion and risk.

Any data or information accessed through Clarity is made available by Iris solely for general information purposes without any warranty or liability as to accuracy or completeness.

Purchases and Payments

The level of fees payable by you for use of Clarity are determined in your subscription and you are responsible for all applicable taxes, duties, withholdings, and the like relating to your purchase and use of Clarity

All payments due under your subscription will be charged automatically and directly to your payment account by Iris or an applicable authorised reseller. Subscriptions will automatically renew as set out in your subscription. If any fees due under these Terms are not received by Iris in accordance with your subscription, Iris may, at its absolute discretion, suspend or terminate your access to Clarity including termination

of this Agreement. All fees paid under these Terms are non-refundable, unless expressly stated otherwise.

Term and cancellation

The term of your subscription to Clarity will continue for the period set out in your subscription.

All provisions in these Terms which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

Upon the termination of these Terms for any reason the licenses granted under these Terms including for the use of Clarity shall immediately terminate and all end users under your license shall immediately cease using Clarity.

Warranties

It is your responsibility to ensure you use sufficiently robust procedures to protect against viruses, data loss and other such risks.

IRIS IS NOT, AS FAR AS MAY BE EXCLUDED OR LIMITED BY LAW, LIABLE FOR ANY LOSSES, DAMAGES OR OTHER REPERCUSSIONS RESULTING FROM VIRUSES, CYBER CRIME OR CYBER SECURITY ATTACK INCLUDING RELATING TO HARMFUL MATERIAL INFECTING OR CORRUPTING YOUR DEVICE, SYSTEM, DATA OR MATERIAL AS A CONSEQUENCE OF YOUR USE OF CLARITY.

YOU USE CLARITY AT YOUR OWN RISK. CLARITY IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IRIS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO CLARITY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT CLARITY IS ERROR-FREE OR THAT CLARITY WILL MEET YOUR NEEDS OR EXPECTATIONS.

Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRIS, ITS AFFILIATES, ANY OF ITS OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, AND WHETHER CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IRIS' (AND IRIS' AFFILIATES) AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES AND LOSSES ARISING FROM OR RELATED TO THESE TERMS INCLUDING YOUR USE OF CLARITY IS LIMITED TO THE AMOUNT THE YOU HAVE PAID IRIS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE APPLICABLE EVENT, OR FIVE THOUSAND POUNDS STERLING (£5,000), WHICHEVER IS GREATER. THIS LIMIT SHALL REMAIN IN EFFECT EVEN IF THERE IS MORE THAN ONE CLAIM.

THE FOREGOING DOES NOT EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION, CLAUSE 6 OF THE UNFAIR CONTRACT TERMS ACT 1977, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold Iris, its affiliates, licensors and service providers, and its and their respective officers, directors, shareholders, partners, owners, employees, contractors, agents, licensors, suppliers, successors and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal costs) arising out of or relating to your breach of these Terms or your use of Clarity.

Export Regulation and US Government Rights

Clarity may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release Clarity to, or make Clarity accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule,

or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making Clarity available outside the US.

Clarity is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defence and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

Miscellaneous

All matters relating to these Terms and your use of Clarity and any related dispute or claim including non-contractual disputes or claims, shall be governed by the laws of England and Wales.

You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any dispute which may arise out of or in connection with these Terms or your use of Clarity. You agree that any dispute or other such proceeding will be conducted on an individual basis and not in a class, consolidated or representative action

No waiver by Iris of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of IRIS to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be deleted or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

These Terms constitute the sole and entire agreement between you and Iris with respect to use by you of Clarity and supersedes all prior and contemporaneous discussions, agreements and representations whether written or oral, with respect to your use of Clarity. Any purchase order, order form or other document issued by you is for administrative convenience only and these Terms shall take priority over them.