

RedBrick AI Terms of Service

These Terms of Service including other documents referred to herein, as updated from time to time, apply to your use of the Services. In this context, the term “Services” refers to all digital services, such as websites, mobile applications, newsletters, registration systems, online professional services and other business resources managed by RedBrick AI alone or in cooperation with other organisations through strategic associations, as the case may be.

Specific rules and additional terms (“Additional Terms”) may apply due to the nature and purpose of certain of our Services. This is for instance the case for certain online professional services and other business resources (“B2B services”). In such cases, these specific terms will be brought to your attention before you use the relevant Services and shall prevail over these Terms of Service in case of any inconsistency or contradiction.

For simplicity, the Terms of Service and any Additional Terms shall be collectively referred to below as the “Terms”.

Visitors or customers [hereinafter referred to as the ‘User’ or ‘Users’, as the case may be] accessing the Services agree to the following Terms of Service.

Who are we?

When we refer to “we”, “our” or “us” in these Terms of Service, we are referring to RedBrick AI, and where applicable, to the strategic associations named in these Terms of Service.

When we refer to “you” or “your” we refer to you as User of the Services.

Why should you read these Terms of Service?

Our Terms aim to inform you of the conditions under which you may use the Services. By accessing and using the Services, you agree to be bound by these Terms. If you do not agree with these Terms, do not use the Services.

Please note that, if you access our Services via services operated by third parties, additional terms issued by such third parties may also apply.

We reserve the right to modify these Terms, at any time. When we make changes, we will revise the “last updated” date at the bottom of the Terms of Service and any change will be effective immediately upon posting. When we make changes to these Terms, we will adequately inform you in advance where such changes impact your rights as a user of the Services or where required by law. However, your continued use of the Services following the posting of changes shall constitute your acceptance of such changes. We encourage you to review the applicable version of these Terms whenever you use the Services.

Schedule a Demo

We are offering the User an opportunity to schedule a 30 minute Demo session to be conducted via Video Conferencing to understand more about us and our offerings. The User can schedule a Demo through our scheduler powered by Calendly.

This Demo session shall be free and shall not create any rights or obligations on the User.

Free Trial

We may agree to offer a free trial of our offerings to a User based upon a one-on-one discussion between us and the user. We reserve the right to decide the terms and duration of the trial. In any event, the trial period shall not exceed 14 days.

A free trial shall be restricted for non- production and evaluation purposes only. Any terms and conditions in addition to these Terms, as applicable, may govern the trial period. The said additional terms of a free trial shall be communicated to the User before the commencement of the trial. The User shall be bound by any such additional terms and conditions.

The User may write to us at contact@redbrickai.com to schedule a discussion for a Free Trial or use the Schedule a Demo tool to schedule.

We shall reserve the right to terminate a free trial at our discretion, in the event it violates any of our policies including but not limited to the Privacy Policy.

Pricing Model

Our Service offerings cater to the usage and other requirements specific to the User. We request you to write to us at contact@redbrickai.com to request more details on the pricing model or use the Schedule a Demo tool to schedule a call with us.

After assessment of your requirement, we would provide a proposal with pricing and other details.

The details of engagement (pricing, term, payment mode) shall be shared with the User before payment is charged.

In order to facilitate User experience and requirements, we may introduce different subscription options. Users who wish to upgrade or downgrade their subscriptions mid-subscription period may contact us directly.

All terms that form the part of a purchase order or invoice issued by us shall form part of these terms. If your payment terms include periodic payment then you undertake to make the payments timely or in advance, as applicable. We shall have the right to suspend or deny access to any and all Services or access to the tools if you default in any payment.

In case of any errors or issues with your billing, please contact us within 15 days of the invoice or charge to claim appropriate credits.

Non-acceptance of these terms or a policy shall not be a ground for refund.

Mode of Payment

The default payment option for the Services shall be via Credit Card and the User shall be 'charged' for the usage through their Credit Card.

We may, however, at our sole discretion, and upon a request made by a User offer an alternate mode of payment. The User may reach out to us on contact@redbrickai.com for requesting payment via Wire Transfer against an invoice.

The payment shall be processed via a third-party payment gateway and the user shall be bound by the terms of the third party payment gateway, as applicable.

The User agrees to provide us with authorized credit card details (including name, card number and date of expiration) along with authorization for charging the said card with the applicable amount (on a monthly basis, or as the case may be) to collect the payment due under this Agreement.

By agreeing to these Terms, the User authorizes us to charge the credit card as per the payment cycle and to continue to automatically charge the said card (or any replacement credit card if the original card is renewed, lost, stolen, or changed for any reason by the credit-issuing entity, and such entity/User informs us of such new replacement card account) until this Agreement is terminated and all payments have been received by us in full.

In the event the User's credit card fails to clear the dues, as outstanding, we may terminate or suspend, in our sole discretion, the User's access to any of the Services.

Contact

The User may reach out to us on contact@redbrickai.com for any query, request, feedback or other assistance.

Fair usage by User

User agrees that the Services are intended for providing assistance with Data Labelling requirement of the User through our AI based platform. User warrants that he/she is not disseminating malicious code or deploying bots to the website. The user is responsible for ensuring their browser / operating system is up-to-date and free from viruses.

User Covenant and Obligation

The User shall be solely responsible for the accuracy, credibility, validity of any information submitted or any documents uploaded. We shall not be responsible for verifying the information submitted or documents uploaded. Any liability arising out of

false information or fake documents shall be the responsibility of the User and the User shall be liable for any loss or damages arising out of the same.

The User shall be required to create an account and determine a password in order to avail the Services. The User agrees that they are above the age of 18 years and that they are providing bona fide and accurate details while registering their account. The User is strictly prohibited from impersonating anyone during the creation of account and registration. However, if the User wishes to modify or update any previously submitted information, they can write to us on contact@redbrickai.com.

What information do we collect about you and how do we use it?

When you access the Services and when you create a user account, we will collect certain information about you. Our Privacy Policy and our Cookie Policy provide more information about the information collected and how it is used.

Intellectual Property

We shall not claim any right in the intellectual property of the data that you upload through our tools, our servers, or otherwise process through the tools except as set out hereafter.

Other than these exceptions, all rights, titles, and responsibility with respect to your data shall remain with you and we shall not claim any right or liability with respect to the same.

We may rely on your data for bringing about any improvement to the tools and in particular machine learning algorithms developed from the usage of the tools.

We use cookies and other similar technologies to collect information about your browsing activities when you navigate through our site or use the tools. Cookies help us optimize our services, make interactions with our site and usage of the tools easier and faster for you. We also use cookies to analyze trends, administer our Services, and track activity and interactions with our site and the tools.

Term

You are free to terminate the Services or the usage of the tools at any time during the Free Trial period, if offered to you.

Any paid usage of the Services can be terminated as desired by you. However, you shall be liable for and shall be charged for the usage until the date of termination.

Upon termination, your data will be processed as per the Privacy Policy and other terms, as applicable.

Security and Performance

As a user of the Services, you undertake not to do any act or omission that would restrict the performance, hamper the security or in any manner compromise the integrity or security of the Services, tools or anything associated therewith. You undertake to ensure and represent that your workstation, desktop, computer, mobile, or any object you use to access or operate the tools is free of any malware, viruses, corruption, or other security risks and bear the responsibility for the same.

While we aim to keep tool downtime at a minimum, the tool will from time-to-time be inaccessible for updates or maintenance. We will attempt to provide due notice for the same in advance but in case of emergent cases, there may be no notice.

You also undertake to not copy, reverse-engineer the tools, including any graphical presentation, user interface, or workflow in any manner. You further undertake not to use the tools or any part thereof or any data from usage of the tool to create, build, author, or modify any software or work similarly to the tools or any part thereof.

What else should you know?

A. You agree to the following:

- a) We (including our officers, directors, employees, agents, affiliates and subcontractors) disclaim all liability for losses and/or damages caused by any unauthorized use of your user account and it is your responsibility to immediately notify us of any breach of security or unauthorized use of your user account;
- b) Despite our efforts to provide accurate information and to prevent disruption caused by technical problems, the Services may contain technical mistakes, inaccuracies or typographical errors or be temporarily unavailable to you and we cannot be held liable for such occurrences;
- c) Your use of the Services requires one or more compatible devices, internet access and certain hardware and software and may require obtaining updates or upgrades from time to time. You agree that your ability to use the Services may be affected by the performance of such materials and that such system requirements are under your responsibility as well as all costs incurred by their use including your internet or data service providers charges;
- d) The Services is provided to you “as is” and, to the fullest extent permitted by applicable law, we (including our officers, directors, employees, agents, affiliates and subcontractors) disclaim all express or implied warranties in connection with the Services (including any link to any third party websites, and any offer of service or product made by third parties) and your use thereof. These disclaimed warranties include warranties of availability, fitness for a particular purpose;
- e) We reserve the right to modify, improve, update, suspend or terminate any functionality of the Services, at our discretion and without notice;
- f) Except where expressly mentioned otherwise, links provided on the Service to any third-party websites or services, or to offers for third party products or services, shall not be interpreted as a recommendation or endorsement by us;

g) Although we make our best efforts to reply to any questions asked or request made to us through the Services in a timely manner, we do not guarantee any specific turnaround time, reserve the right to refrain from answering any communication which does not comply with the present Terms of Service.

B. To the fullest extent admissible under law, we (including our officers, directors, employees, agents, affiliates and subcontractors) shall not be liable to you or third parties for damages of any kind arising in connection with:

- i. Your access to or use of Services, or of the websites linked to the Services;
- ii. any unauthorized access or use of our servers and/or any personal information or other information stored therein;
- iii. any errors or inaccuracies;
- iv. any delays, interruptions, failure, poor quality or limitations of any kind in transmissions from the Services or in the delivery or in the performance of services offered via the Services; and
- v. any bugs, viruses, or the likes which may be transmitted to or through the Service by any third party.

C. You agree to defend, indemnify and hold us (including our officers, directors, employees, agents, affiliates and subcontractors) harmless from and against any claims or damages (including legal fees) arising in connection with your violation of the present Terms. This defence and indemnification will survive the present Terms and your use of the Services.

D. No action from our part, other than written waiver or amendment, may be construed as a waiver or amendment of these Terms. If any provision of these Terms is found invalid or unenforceable, the remainder of these Terms shall remain valid and enforceable to the fullest possible extent under applicable law.

E. The Terms shall be governed and interpreted by the laws of India, without reference to conflict of laws. Any dispute arising from or in connection with the execution or interpretation of these Terms or breach thereof which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Courts of Pune, India.

F. Domain and Site Modification

The right of modification, termination and alteration of our domain and websites lies with us. We also reserve the right to add and delete features as necessary.

G. The Services may be offered via Subscription model, subject to your acceptance and without modification of the terms and conditions contained herein. We also have other policies and procedures including, without limitation, Privacy Policy, and others. Those policies contain additional terms and conditions, which apply to the Services and are integral part of this Agreement. Your use of the subscription services constitutes your

acceptance of and agreement to be bound by this Agreement and our Terms of Service. If you do not agree to this Agreement, do not subscribe to our Services.

H. You may use the Services only for your stated use. Any usage other than the stated use may be prohibited unless expressly permitted. Any sale of our Services to a third party shall be prohibited unless otherwise agreed.

I. As a User of our Services, you shall be entitled to the following:

- You shall be entitled to such benefits and access as are set out in the subscription plan / proposal shared with you.
- Your organization, company, or body corporate that you represent shall be entitled to such number of accounts and such account usage authorizations as are set out in the subscription plan / proposal shared with you and that you have opted for the agreed term of the Services.
- Prioritized customer care response

Governing Law

These Terms shall be governed by the laws applicable in India and courts based in Pune, Maharashtra shall have the exclusive jurisdiction to try any action or suit relating to the same.

Updates

These terms shall be updated from time to time and shall be applicable as and when published.

These terms were last updated on 28 July 2021.