



Terms of Service

Computer vision made simple

07 June 2022

For: Vision AI Suite

Created by: VisionAI



1 Terms Of Service

1.1 What the VisionAISuite product is

The Vision AI Suite is a digital identity management suite of Services that enables an easy way to verify, identify, detect, and uses facial recognition, liveness detection and identity-document validation.

Included in the functionality of the product is Document Extraction and ORC/Search and the provision of Kiosks for Face Recognition Purposes

Please read the following terms of Service carefully before utilising VisionVerify. By purchasing a subscription to the suite, you confirm that you understand and agree to these Terms of Service (TOS), and you have the authority to do so. And it is therefore your responsibility to make sure that anyone else that uses the product is made aware of these TOS.

1.2 Your subscription

Your subscription starts on the date of purchase, and automatically renews every month (or year, depending on your selected option). You will be invoiced on this date, and if you purchased with a credit card, it will automatically be charged on this date.

Both parties can cancel the agreement at any time.

When you cancel, your subscription will remain active until the next renewal date, after which it will be switched off.

If you owe anything up to that point, you will be invoiced for that remaining amount when the subscription is deactivated.

If you're struggling to make a payment that you owe, we may suspend your account until the payment is made.

1.3 How we approach consent and information sharing

Some of our products, such as the Verification Product, require consent from the end-user. It is your responsibility to gain this consent and ensure that you comply with all other applicable privacy laws.

For the software to work, we occasionally have to share information with third parties. We will only share it to make the product do what you subscribed to it to do and confirm that you consent to the sharing on this basis.

While using the product, you may need to share Data with third parties. You agree that you are liable for the consent of this, and to share it in a reasonable and secure manner.

While using our product, you will share information with us (and us with you) that is confidential.

We both agree not to use this information for anything other than what is necessary to deliver the functioning of the product, to treat it as private and confidential, to guard it as safely as is reasonably possible by having security measures in place, not to disclose it to anyone without the others' permission in writing, and to make sure our personnel (and all other stakeholders such as shareholders and subcontractors) know the information is confidential and act accordingly.

When your subscription stops, we will destroy any of this information on your request (within the law).

This does not apply to information that has been authorised for release, is in the public domain, or was lawfully obtained without restriction. Mint has to comply with any law that requires us to release this information.

1.4 Our approach to availability and software standards

Mint will do everything that is reasonably possible to make sure the product is up and always running. But it is software - and all software has bugs. Ours is no different. Mint depends on other people's software (such as Microsoft Azure), and this software also has bugs and hardware failures, etc.

We therefore cannot promise all will go according to plan, all of the time, but we promise to try to prevent this as much as possible, and to get it running as soon as possible when the inevitable happens.

We will also do our best to ensure that our software complies with all standards and laws that apply, and that we have all the consent we need to operate the software.

1.5 Your obligations as a customer

By using the software, you promise to use it responsibly and for its intended purposes and that you will therefore not infect it with malware or viruses, configure it to do anything malicious or to do anything it shouldn't, or gain access to things that you shouldn't have access to.

By using the software, you also undertake not to intercept any personal information or data of any party.

You also promise not to do anything illegal with the product, and to not post any content that is harmful, or that you don't have permission to publish.

Examples of this include (but aren't limited to) scraping content from the product, trying to reverse-engineer it or copy its functionality, or copying it or giving other people access to it for the same purpose or allowing another party to do any of the above acts.

You are responsible for making sure that anyone using the product is licensed to do so and agrees to these TOS.

If you use equipment, such as cameras or phones, to interact with the product then you are responsible for doing so properly.

If we think you have breached any of these TOS, we will let you know in writing and may immediately suspend your account until there is a resolution.

1.6 Our fees may change from time to time

Sometimes, we must change our pricing. Whether for mundane reasons (such as inflation) or more complex ones (like an international provider charging more because of the rand-dollar exchange rate), if we did not, we would go out of business and would not be able to provide you with our wonderful product.

If we need to change our pricing, we will email you at the address you provide when you sign up. The changes will come into effect at your next renewal date.

If any work is subject to licensing that comprises foreign exchange rates or is based on foreign third-party licenses, Mint has the right to re-negotiate prices with you should the exchange rate increase by more than 10% of the amount from when the subscription was started.

1.7 What to expect from third-party fees

Parts of our platform call out to third party businesses to perform their function - examples include credit checks or qualification checks. They charge us for these calls; we will make you aware of the cost of these calls on activating this functionality, and pass the cost on to you at the end of the month via an invoice for the calls.

It is important to note that some user behaviour can cause these charges to be higher than you expect; for example, if a user is trying to verify their bank details and enters the account number incorrectly twice, you will pay for three calls to the bank verification service (two where the number was incorrect and one where it was correct).

While we do everything in our power to minimise this risk, we cannot eliminate it and cannot be held responsible for this type of behaviour and the resultant charges from the third parties.

1.8 What about Intellectual Property?

We worked hard on this product, and it therefore has our Intellectual Property in it; and, through the course of our relationship, we may come to have access to some of your intellectual property, as well.

We both commit not to change any IP rights notices and disclaimers given us or published by the other, and not to use the other's IP, trade names or logos (unless there is prior permission given in writing).

If we think the VisionAISuite or its components will become part of an infringement claim, we will do everything we can to make sure we can keep providing the product to you.

If we cannot, we will discontinue only the part of the product that is in infringement and reduce our fees to you as required by the claim.

Where someone makes an infringement claim against you, we will defend it at our cost - if you:

- Let us know as soon as you become aware of it
- Allow us to control the defence of the claim
- Take all reasonable steps to mitigate any issues from it,
- And don't settle without our consent

1.9 How we approach Data and Privacy

We will collect and use data in the provision of the product. We have data policies that govern this and are available on our website.

When you provide data to us, we assume that you have the right consent to collect it, and for us to process it.

We assume that any instructions you give us regarding information are lawful and have the relevant consent.

We commit to processing information according to these instructions.

We use sub-processors to perform our obligations and assume that you give consent to them processing information as well. We will provide a list of these to you on request.

Each Party will indemnify, defend, and hold harmless the other and its directors, officers, employees, contractors or agents and sub-contractors, against any and all Data Subjects and third-party claims and actions related to the unlawful Processing of Personal Information for the duration of this Contract.

Data Subjects have certain rights in respect of their Personal Information. For those rights that are particularly relevant, please see [Addendum A: Data subject rights under POPIA](#)

We agree to notify each other of any request by a Data Subject to stop processing their information, enforce any Data Subject's rights as per any applicable law, or of anything that would revoke our authority to keep processing personal information.

Within the constraint of the law, neither of us assumes responsibility to make sure the data we collect, Personal or otherwise, is accurate and up-to-date and indemnify one another from any loss or damage as a result thereof.

POPIA places a duty on Mint to appoint an Information Officer. If the Customer or a Data Subject wishes to enforce any of the rights listed in [Addendum A: Data subject rights under POPIA](#), such request should be submitted via email to Mint's Information Officer. They also have the right to lodge a complaint with the South African Information Regulator.

To improve our product, we will from time to time use Personal Information provided to retrain and improve the algorithms of our product (as long as it is compliant with these TOS and law).

By using the product, you acknowledge this and consent to it.

1.10 Risk, Liability, and Insurance

We cannot be held responsible for any damages from

- any changes or operator error made by you as the actions of the Customer while using our product (or of their staff or someone under the Customers control)
- earthquakes, meteorites, or other force majeure effects
- any intentional or negligent acts or omissions by Yourself or staff under your control whilst using our product.

You should hold insurance to cover your obligations and liabilities while using our product.

By using this product, you indemnify Mint and all its stakeholders from any damage, cost or expense from any sort of claim or legal action relating to the Customer's use of our product.

You also indemnify Mint from damage, cost or expense from anything resulting from the misuse of the product, infringement of IP or failure to secure your account.

We both agree that the maximum liability through use of this product, for both parties, is limited to the subscription fee paid by the customer for the period in question.

Mint will not be liable for negligence or wilful misconduct by the Customer, and any of the other exclusions as it relates to the use of the product, the confidential nature thereof or the availability of the service.

We do everything we can to stay aware of, and operate within, any laws that apply to us providing the service and are aware of the fines and penalties that can be incurred for not doing so.

Except as otherwise stated, the product is provided "AS IS". Therefore, we make no other warranties, express or implied and disclaim all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.

1.11 Communication of information

On Subscription to the product, the Customer provides an email address for contact.

This address is deemed to be the official contact address and means for the Customer.

Mint can be contacted on their support address, visionsupport@mintgroup.net, or at the contact details specified on their public website.

Mint and the Customer both undertake to protect and update their internal systems regularly and are aware of the risks and liability that can result from a breach in information.

1.12 Governing Law

We are governed by the law of South Africa. If there is an issue, we submit to the Arbitration Foundation of South Africa for arbitration. If this is not possible, we will agree on an arbitrator within ten days and, if we don't agree, we will call on the Johannesburg Bar Council to nominate an advocate as an arbitrator. They should be of no less than 10 years in good standing.

The arbitrator will have the final say.

Nothing prevents any party from applying to the courts for appropriate relief during this process

1.13 Cessation, Severability, Definitions, and other legal jargon

These TOS are agreed between you and us and cannot be transferred unless both parties agree in writing.

If any clause in these TOS becomes invalid or unenforceable, for any reason, the rest of the TOS are assumed to remain enforceable and in effect.

If any terms or definitions in these TOS are unclear, we will use terms and acronyms in the I.T. industry for clarification.

2 Appendix A: Data subject rights under POPIA

Data Subjects have certain rights in respect of their Personal Information. In particular:

- a. **Withdrawal of Consent:** Data Subjects may withdraw their Consent at any time by sending a written request to the relevant Information Officer. Upon receiving notice that the Data Subject has revoked his/her/their Consent, The Parties will stop Processing the Data Subject's Personal Information within a reasonable time, which will vary depending on what information has been collected and for what purpose, and the Data Subject will receive a confirmation email from the relevant Party stating same.
- b. **Access or obtain a Copy of Personal Information:** Data Subjects have the right to examine any of their Personal Information held by the Parties. In order to do so Data Subjects may send a written request to the relevant Information Officer. As per the Promotion of Access to Information Act, 2000 ("PAIA"), The Party holding the Personal information may charge a nominal fee should the Data Subject request any physical records.
- c. **Update, Modify, Rectify, Erase:** the Personal Information that the Parties hold on the Data Subject; and
- d. **Object:** to the Processing of the Data Subject's Personal Information or Restrict or stop the Parties from Processing any of the Personal Information which it holds on the Data Subject, including by withdrawing any Consent previously given for the Processing of such Personal Information.