

Solution House Software (Pty) Ltd (“SH”) Facial Recognition Software End User Terms of Service

These Terms of Service ("Terms") is in addition and subject to Solution House Terms of Service END USER no 2 with CPA which can be [accessed here](#).

By clicking the “Accept” button you (a) accept this Agreement and agree that Licensee is legally bound by its terms.

1. Privacy and Data Protection.

The user is responsible and liable for familiarizing itself of the local laws and regulations relating to the use of the Software for the purposes of creating Recognition Data, usage of Facial Recognition services and the collection of personal information. The user hereby undertakes and agrees to

(a) use the Software in compliance with such laws and regulations; and
(b) in the event the Recognition Data includes personally identifiable information the user hereby confirm that:

- the user have the permission of the subject to collect and store their personal information;
- the information will only be used for the specific, explicitly defined and legitimate purpose it is intended;
- the information will not be kept for longer than is necessary for archiving purposes.
- the user and the organization you represent is a registered data collector and recorded as such in a Register kept by the Commissioner.

2. Responsibility for Use of Software.

The user is responsible and liable for all uses of the Software and service through access thereto provided by SHS, directly or indirectly. Specifically, and without limiting the generality of the foregoing, the user is responsible and liable for obtaining all necessary approvals from individuals and regulatory institutions relating to collection of data, and for all actions and failures to take required actions with respect to the Software and Services by the Users or by any other Person to whom the user may provide access to or use of the Software and/or Service, whether such access or use is permitted by or in violation of this Agreement.

3. Compliance Measures.

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12. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR: ANY INDIRECT; INCIDENTAL; SPECIAL; OR CONSEQUENTIAL DAMAGES; (INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE) INCURRED BY EITHER PARTY WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY’S INDEMNITY OBLIGATIONS FOR THIRD PARTY ACTIONS ARE EXEMPTED FROM THIS LIMITATION.

13. Indemnification.

The User agrees to indemnify, hold harmless, and defend Licensor and its officers, directors, employees, customers, agents and successors from and against any and all damages, costs and expenses, including reasonable attorneys’ fees, incurred in connection with any third party Action arising out of or relating to the User’s use of the Software beyond the scope of the license in the Agreement or any modification of the Software.