

ArgusWild AI Website Terms of Use

Updated: May 12, 2025

Welcome to the ArgusWild AI Platform (the “Site”, “ArgusWild”, “AW” or the “Services”). This Site is provided by Tech 4 Conservation Inc (“T4C”, “we” or “us”) primarily for use by researchers and conservation organizations (“Authorized Users”) through a secure login. There are certain Site pages that are available to the general public (“Other Users”) as well as to Authorized Users. “Authorized Users” and “Other Users” are collectively referred to as “User” or “you” in these Website Terms of Use. These Terms of Use (“Terms” or “Agreement”) apply to your use of the Site.

Please read these Terms carefully prior to entering the Site. BY ACCESSING OR USING THIS SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS, INCLUDING THEIR DISCLAIMERS AND LIMITATIONS OF LIABILITY. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU MAY NOT USE THIS SITE.

Changes or Modifications

We may change, modify, add or remove portions of these Terms as well as Site functionality and the Services, at any time. Such revised Terms will be effective when posted on this Site. You should revisit these Terms on a regular basis, as revised versions will be binding upon you. In the event we make a material change to these Terms, we may contact you via electronic mail or post a notice on the homepage to let you know of such changes. You understand and agree that your continued access to or use of this Site after the effective date of changes to these Terms indicates your acceptance of such revisions. Notwithstanding any future changes made to these Terms, User Content will remain solely and wholly owned by the user who submitted it.

Authorized Users

Authorized users are those persons, and only those persons, who have been issued a user identifier (“ID”) and password to AW by T4C or their employer who, in turn, must be an AW authorized user organization. Once you receive this information, you are required to manage your account on this Site (“Account”), maintain your contact information and keep your access details confidential. We reserve the right to refuse or reject any request to create an account for you for any or no reason at our sole discretion.

Data Submission Standards and Community Collaboration

As a user of the Site, you have the right to submit images, data, and content to the Site (collectively “User Content”). ArgusWild AI is a community resource used by researchers and conservation organizations for a variety of research and conservation purposes.

Data Quality Requirements

In all cases, you will submit User Content (defined below), such as sighting imagery and related metadata as completely and as accurately as possible. You must:

- Obtain permission to use any copyrighted materials before submitting them to the Site (if the materials are not yours)
- Ensure your User Content complies with all conditions of these Terms of Use

- Submit content that uses appropriate language and imagery—content deemed offensive for any reason is prohibited
- We reserve the right to edit your User Content to enforce these standards

Data Access and Community Use

All data submitted to the Site is made available in accordance with the ArgusWild AI Data Use Framework and is accessible only to Authorized Users and Administrators of the Site. This community-based approach supports the greater good of species conservation and enables continued use in research and conservation efforts.

All data contributed by the general public directly to T4C (including through our citizen science program, but excluding data contributed to Authorized Users) continues to be held by T4C in perpetuity for the continued use by authorized researchers and conservation organizations.

User Responsibilities and AI Framework

Human-in-the-Loop AI System

ArgusWild AI employs artificial intelligence models to assist with various functions, including individual identification. However, these AI models have inherent limitations that require human expertise and oversight. You acknowledge and agree that:

- All AI models deployed on the Site are imperfect and require human review, oversight, and intervention
- Image quality significantly impacts AI model performance - factors such as photo clarity, lighting, angle, resolution, and subject visibility directly affect the accuracy of AI-generated output
- The Site operates on a "human-in-the-loop" framework, where AI tools augment human expertise rather than replace it
- You, as the user, must be the expert who makes final decisions on individual identifications, with AI serving only as a facilitating tool
- You are responsible for reviewing and verifying all AI-generated suggestions before incorporating them into your work
- T4C is not liable for errors, omissions, or inaccuracies in AI-generated suggestions or for actions taken based on such suggestions
- You will exercise appropriate professional judgment when using AI tools and will not rely solely on automated processes for critical decisions

Data Curation Responsibilities

Data curation on the Site is your sole responsibility. You acknowledge and agree that:

- You are responsible for the accuracy, quality, integrity, and reliability of all data that you upload, modify, or maintain
- The AI models are provided as tools to aid in individual identification but are not intended to confirm or validate correct identifications
- Final decisions regarding individual identification and data classification must be made by qualified human users
- T4C does not verify the accuracy of user-curated data and makes no representations or warranties regarding such data

Data Sharing Between User Accounts

The Site allows for data sharing between user accounts through the data sharing Collaboration functionality. As the copyright owner of your User Content, you have sole discretion over sharing permissions. You acknowledge and agree that:

- You maintain complete control over sharing permissions for all data you upload to the Site
- No sharing of your data will occur without your explicit authorization
- You may modify or revoke sharing permissions at any time
- You are solely responsible for determining who should have access to your User Content
- T4C has no responsibility or liability for any aspect of data sharing between users
- T4C does not monitor or control data sharing between users and makes no warranties regarding the security, confidentiality, or appropriate use of shared data
- User Content can be exported by users who have been granted access, and such exported data may be shared outside the Site
- You will indemnify and hold T4C harmless from any claims arising from your use of the data sharing functionality

Research Responsibility

Any research conducted using data curated on the Site is your sole responsibility. You acknowledge and agree that:

- T4C is not responsible for the design, execution, or results of any research conducted using data from the Site
- You are responsible for ensuring all research complies with applicable laws, regulations, ethical standards, and scientific protocols
- T4C makes no representations regarding the fitness of the data for any particular research purpose
- Publication or dissemination of research results based on Site data must comply with all applicable data attribution requirements and academic standards

Resource Usage Compliance

We are committed to maintaining a high-performance site for all users. To ensure equitable access to platform resources:

- Data storage and processing capabilities are monitored to ensure fair distribution
- Excessive use may result in temporary limitations
- You will be notified of any impending actions due to policy violations or excessive use
- Account sharing is prohibited—each Account may only be used by one user at a time. Organizations may transfer Account access to different users consecutively (such as from one intern to another), provided the password is changed with each transfer to ensure the previous user no longer has access.
- Account credentials must not be shared
- Violation of these policies may result in account suspension or termination

Ownership of Website Content

As between you and us, we own all intellectual property rights, including without limitation copyright and trademark rights, in all materials on or comprising the Site ("Website Content"), including, without limitation, all written, audio visual or other materials and graphical elements on the Site, but excluding User Content (defined below), and software code covered under the GPL v2 license. Website Content specifically refers to content created by T4C and does not include any data, images, or content submitted by users, which is governed by the "User Content" section of these Terms.

We grant you a limited license to use, download, print, or reproduce in whole or in part, the Website Content on this Site, subject to the following conditions:

- they must be used or reproduced accurately, without any modification;
- they must identify ArgusWild AI and/or Tech 4 Conservation as the source;
- they must be used solely for non-commercial purposes; and,
- a copyright notice must appear on every copy in the following form:
- “© [year] Tech 4 Conservation Inc. All rights reserved”

Our express, prior, written permission is required to use any Website Content that is not included in the license above, such as any graphical elements or website code not covered by the GPL v2 license, and/or for the use of Website Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever.

This ArgusWild AI software is distributed under the GPL v2 license and is intended to support mark-recapture field studies.

The AW logos are our trademarks, and may not be used without our express written permission.

User Content

You may be able to post or upload (in designated areas of the Site) textual content, metadata, images, or other content (collectively "User Content") to the Site. You are solely responsible for your own User Content and the consequences of posting or publishing it. You retain full and exclusive copyright ownership of all User Content that you submit to the Site. This ownership persists regardless of the status of your account, including after any suspension, termination, or other cessation of your use of the Site.

By uploading or posting User Content to the Site, you automatically grant us a worldwide, non-exclusive, royalty free, license to use, reproduce, modify, create derivative works of, translate into different languages or formats, publish and republish such User Content on the Site for the purpose of:

- Sharing the User Content with Users as authorized by you
- Promoting the Site and its conservation mission.

T4C is committed to wildlife protection and will never publicly disclose or use any data that could reveal the specific date, time, or location of individual animals in ways that could facilitate tracking, hunting, or poaching. Any promotional use of User Content will exclude location and temporal data to protect wildlife from potential harm.

You represent and warrant that you own or have the rights to use and grant T4C the license to use the User Content as described above. This agreement does not transfer any other rights or ownership interests in the User Content to T4C.

Upon suspension or termination of access, all User Content continues to exist on the Site within the limits of these Terms of Use, for the greater good of the species and for continued use in conservation and research. All data remains secured within the user's account and is accessible only as authorized by the user through the platform's access controls. Additionally, users retain the right to delete their User Content at any time during their use of the Site.

We do not have, and do not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Site or Services. However, we retain the right (but not the obligation), in our sole discretion and for any reason, to prescreen, monitor, edit, remove, or move User Content posted on or through the Site or Services. You acknowledge and agree that we are not obligated to post, keep, or use your User Content and any revisions thereof that may occur from time to time.

Code of Conduct for Using Site and Services

- You may not use the Site for any illegal or unauthorized purpose. You agree to comply with all laws that apply to your use of the Site.
- You may not use the Site in any manner which could disable, overburden, damage, or impair the Site, our servers or computer network, or interfere with any other party's use and enjoyment of the Site.
- You agree that you are responsible for your own conduct and communications while using the Site and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Site, you will not:
 - post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;
 - defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - post or upload any User Content that infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party;
 - impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;
 - use the Site in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);
 - use any agent, robot, spider, Site search/retrieval application, or other device to retrieve or index any portion of the Site to collect information about other users or their User Content;
 - upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or
 - submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.
- While we prohibit the foregoing conduct and User Content in connection with the Site, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Site at your own risk.

Downloading Materials

Except as an Authorized User and for the express purpose of research and conservation of these species only, you may not publish, copy, automatically browse or download, display, distribute, post, transmit, perform, modify, create derivative works from or sell any materials that you did not personally submit, information, products or services obtained from the Services in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or otherwise, except as expressly permitted under applicable law or as described in these Terms.

Except as an Authorized User and for the express purpose of research and conservation of these species, you also may not engage in systematic retrieval of data or other content or materials from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory, other than with the express, written pre-approval of T4C. Nor may you "mirror" on your own site or any other server any material contained on the Services, including, without limitation, the Services' home page or result pages without the express and written consent of T4C. Use of the Content and materials on the Services for any purpose not expressly permitted by these Terms is prohibited.

Account and Security

You are solely responsible for your Account, your contact information and other information made available through your Account or otherwise via this Site (your "Information"). You assume all risks associated with your Information, including reliance on its quality, accuracy or reliability by any other person or entity. You must notify T4C immediately of any breach of security or unauthorized use of your user account. Although we will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of T4C or others due to such unauthorized use.

Third-Party Websites

The Website may contain links to third party websites that are not owned or controlled by us. The links to the third-party websites are provided for your convenience, and the inclusion of the links does not imply approval or endorsement of the third-party websites by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites.

Termination

This Agreement will automatically terminate without written notice upon your breach of any term herein, requiring you to immediately cease all access to and use of the ArgusWild AI Site, database platform, and content. T4C may also terminate this Agreement for any reason with thirty (30) days' advance notice.

Following any termination initiated by T4C:

- Your User Content will be delivered to you within thirty (30) days of the termination date
- T4C's rights and privileges under these Terms of Use will survive, as will your ownership rights to your User Content.

Disclaimer

YOUR USE OF THE SITE, SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. THE SITE, SERVICES AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. T4C DOES NOT WARRANT THAT THE SITE, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE CONTENT OR THE SITE AT ANY TIME. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

Limitation of Liability

WE, INCLUDING OUR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (I) ERRORS OR OMISSIONS IN

CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, OR (V) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF T4C HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE, AND OUR EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Indemnification

You agree to defend, indemnify and hold harmless, us, our employees, agents, officers and directors, from and against any and all claims, damages, obligations, judgments, losses, liabilities, costs, attorneys fees, and other expenses arising from or related to (1) your use of and access to the Site, Services and Content; (2) your violation of any third party right, including without limitation, any copyright, property or privacy right; or (3) any claim that you did not have the right to provide any User Content or that your User Content caused damage to a third party. Your indemnification obligation will survive these Terms and your use of the Site or Services. In the event of any such claim, we will provide you with written notice thereof.

Privacy

By accessing and/or using the Site, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, which governs the collection, use, storage and disclosure of such personal information.

Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Province of British Columbia, Canada. The Site is maintained and operated from the Province of British Columbia, Canada.

Assignment

You may not assign any rights you receive or delegate any obligations you have under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the subject matter hereof, and these Terms supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Severability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

Questions

If you have any questions, please email us at: info@tech4conservation.org.