

## CARTER TERMS OF SERVICE

### 1. Who we are and what we do

1.1 We, **Carter Labs Ltd**, are a company incorporated under the laws of England and Wales with company number 14227823 and with a registered office at 20-22 Wenlock Road, London, N1 7GU (referring to ourselves as “**Carter**”, “**we**”, “**us**” and “**our**” in these Terms).

1.2 Our service enables you to interact with conversational AI-powered digital personalities (each a “**Carter Agent**”) whether for your own general purposes or for a particular purpose (including that provided by any Plugin (as defined below)) (the “**Service**”).

1.3 These Terms and our Privacy and Cookies Policy apply to your access to and use of our Service and you accept them either by accepting them directly (for example by joining our Discord channel) or by choosing to interact with any Carter Agent and continuing to interact with them following their presentation of these Terms and our Privacy and Cookies Policy to you.

1.4 We may up-date these Terms from time to time for legal or regulatory reasons or to allow the proper operation of the Service. Any changes will be notified to you by email (if one is provided to us in the course of you using our Service) and/or by notifying you of the same via an update on our website. The changes will apply to the use of the Service after we have given notice and if you disagree with any change to them you can stop using the Service at any time.

### 2. Definitions and Interpretation:

2.1 **Definitions:** In these Terms the following definitions and rules of interpretation shall apply:

- (a) “**Effective Date**” means the date on which you accept these Terms and start using the Service;
- (b) “**Intellectual Property**” or “**IP**” means patent rights (whether in inventions or processes), design rights, copyright, trade mark rights (including the right to use domain names and social media handles and any goodwill and reputation in any mark), rights in confidential information (including know-how and trade secrets), and any and all other intellectual property rights and sui generis rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing;
- (c) “**Output Data**” has the meaning set out in Clause 8;
- (d) “**Plugin**” means a plugin which has been independently developed for the purposes of interacting with the Service and which is made available to you in accordance with Clause 4;
- (e) “**Terms**” means these Carter Terms of Service;
- (f) “**Update**” means a hotfix, patch or minor version update to the Software;
- (g) “**Upgrade**” means a major version upgrade of the Software;
- (h) “**User Data**” means any content, data, information or material that you input into the Service, including any and all conversation data; and

(i) “**you**” means, unless otherwise indicated, you as the individual user being granted access to the Service under these Terms.

**2.2: Interpretation:** Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a “person” include natural persons, corporations, companies, firms, associations and organisations. References to “including” and “include” shall be construed as illustrative and deemed to mean respectively “including without limitation” and “include without limitation”. References in these Terms to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of these Terms; and (b) all statutory instruments or orders made pursuant to it.

### **3. On what basis are you permitted to use our Service (including minimum age)**

3.1 All users are required to be 18 or over (or, if different, the age in your jurisdiction at which you are able to give valid consent to data processing under the GDPR or equivalent data protection legislation in your jurisdiction) in order to use the Service.. Please note that whilst Carter seeks to make its Services suitable for individuals aged 18 and over, the Service makes use of artificial intelligence and is heavily dependent on the way in which you choose to interact with it. The Service is new technology and it does not always work as expected. No guarantees are made as to the suitability of the Service.

3.2 Subject to compliance with Clause 3.1 above, you are hereby granted a non-exclusive and non-transferable right to access and use the Service which is subject, if and when any fees are introduced to use the Service, to payment of such fees. Your right to access and use the Service is solely for your own personal use, in all cases subject to these Terms.

3.3 Unless otherwise agreed between us in writing, the right of access and licence granted to you to access and use the Service will start on the Effective Date and continue unless and until terminated in accordance with Clause 9 below.

3.4 In relation to our Service you shall not:

- (a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way any part of the Service or its content;
- (b) deploy within our Service any spider, robot, web crawler or other automated query program;
- (c) re-use and/or aggregate any content or material available via the Service, in the provision of a commercial service;
- (d) introduce data (including any User Data) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (e) introduce User Data or otherwise use the Service in any way that Carter deems to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability (including breaching any terms of service of any third party in relation to which you are using Carter), or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

(f) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the Service, except as may be allowed by any applicable law;

(g) attempt to obtain, or assist others in obtaining, access to or taking content from our Service, other than as provided under this Clause 3.

3.5 In relation to our Service you acknowledge that we may remove or edit any User Data at any time for any reason.

3.6 You acknowledge and agree that the Service is provided online and, accordingly, while we shall use our reasonable endeavours to ensure that access to the Service is available at all times and that the Service operates to an appropriate standard, continuous access cannot be guaranteed. Carter may also, without notice, at its sole discretion, modify the features, availability, operation and/or look and feel of the Service at any time.

3.7 The Service will be provided by us using all reasonable care and skill but other than as expressly stated in these Terms, time shall not be of the essence in relation to Service availability.

3.8 You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software and the operation of the Service. If you become aware that the operation of the Service contains any error, or is incomplete, you shall promptly notify us upon becoming aware of such error or incompleteness. You undertake to refrain from taking any advantage whatsoever, either knowingly or otherwise, of that error or incompleteness. Carter reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery.

3.9 Where the Service contains links to any third party websites, platforms and/or other materials (including any Plugin) you acknowledge and agree that you access these links at your own risk. Carter has no control over the content of those websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

3.10 The licence granted under these Terms includes the right to deploy and use all Updates to the Service that Carter elects to incorporate into and make part of the Service and for which Carter does not charge an additional fee above. It does not, however, include any Upgrades, including any bespoke developments that you may request, for which Carter reserves the right to charge additional fees.

#### **4. Plugins**

Carter has enabled developers (whether individual developers or entities) to create Plugins which are able to interact with the Service via application programming interfaces (APIs). You are therefore able to use any Plugin at any point when using the Service, subject to paying any applicable fees to the applicable Plugin provider for doing so. Whilst Carter is looking to move towards a system of verification for certain Plugins, at the moment no Plugin has been verified by Carter. Carter is not responsible for any Plugin nor any loss that you may suffer in connection with your use of the same, including the availability, performance, functionality and/or features of any Plugin, which remains the sole responsibility of the applicable Plugin provider even if you access them via the Service. You should check the terms of each Plugin that you use and contact its owner or operator if you have any concerns or questions.

#### **5. What else must you do when using our Service**

5.1 You are responsible for complying with all applicable laws and regulations in connection with your use of the Service, including those laws and regulations related to data protection, and the use and processing of personal data. Where Carter is acting as a data processor, you agree to Carter's Data Processing Terms appended to these Terms.

5.2 You shall: (a) notify us immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (b) use reasonable efforts to stop immediately any such unauthorised use or breach that is known or suspected by you; and (c) promptly provide any and all information that Carter may reasonably request from you from time to time.

## **6. What will we do for you in connection with the Service**

6.1 Carter shall make all reasonable efforts to make the Service available, except for where:

(a) planned downtime is scheduled for system repair or maintenance which Carter may carry out at any time and for any reason;

(b) unscheduled maintenance in the case of actual or anticipated emergency takes place, such as a security incident or a known or suspected personal data breach; or

(c) unavailability for reasons outside Carter's reasonable and expected control occurs.

6.2 Carter shall, to the extent required for the provision of the Service under these Terms:

(a) perform the Service substantially in accordance with these Terms and with reasonable care and skill;

(b) comply with all applicable laws, and

(c) maintain any licences and consents that are needed to provide the Service.

6.3 Carter shall make all reasonable efforts to promptly correct any material non-conformance of the Service. Carter does not provide any warranties or guarantees that the Service is suitable for any particular purpose and/or that it will lead to any particular results and/or outcomes for you.

6.4 Carter, in its discretion, may modify the Service if it does not materially reduce the functionality of the Service, and may provide alternative features so long as they have materially the same or improved benefits as previous features.

## **7. Fees**

The Service is currently offered to you free of charge. Carter may, however, introduce fees to use the Service at any time.

## **8. Intellectual Property**

8.1 We (and our licensors, where applicable) own all right, title and interest, including all related Intellectual Property, in our Service (and, for example, all copyright and database rights that subsist therein in all the elements making up the Service including its underlying engine, tools, dashboard, algorithms, databases and/or other software elements of which it is comprised).

8.2 You (and your licensors, where applicable) own all right, title and interest, including all related Intellectual Property, in any and all Intellectual Property that exists prior to you entering into these Terms.

8.3 You acknowledge and agree that we require a licence to the User Data in order to perform the Service. You hereby grant to us a perpetual, worldwide, royalty free, fully paid up, irrevocable, sublicensable and transferrable licence to use the User Data for any and all purposes required in connection with us providing the Service, including to improve and modify the Service, and you further acknowledge and agree that such right shall include the right for us to reproduce, publish, translate, adapt, edit, modify, distribute, display, aggregate, create derivative works of and/or otherwise exploit the User Data in any way that we see fit in order to fulfil the foregoing purpose.

8.4 Any and all data generated by your use of the Service (“**Output Data**”), shall be owned by Carter. You hereby assign, absolutely, with full title guarantee, by way of present and future assignment, all Intellectual Property in such data to Carter. Carter hereby grants to you a perpetual, non-exclusive, royalty free, personal (i.e., non-transferrable and non-sublicensable) licence to use the Output Data solely for your own personal use.

8.5 Other than the right to access and use the Service as licensed to you pursuant to Clause 3, and the Output Data as licensed to you pursuant to this Clause 8, you acquire no right to use or any right, title or interest in the Service and have no right to any Intellectual Property in it.

8.6 Carter shall have a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by you in relation to the Services.

## **9. How long do these Terms last for and how might the Service be stopped by you or us**

9.1. These Terms shall come into effect on the Effective Date and shall continue unless and until: (a) you choose to stop using the Service which you may do at any time; or (b) Carter withdraws access to and/or ceases to stop providing the Service which it may do at any time and for any reason.

9.2 On termination of these Terms:

- (a) your rights to access and use the Service shall cease;
- (b) without prejudice to Carter’s obligation to retain certain personal data to meet its legal and regulatory compliance obligations and Clause 9.2(c) below, Carter shall delete all personal data, including any and all data relating to you within 180 days of the termination of these Terms, unless otherwise requested by you to delete sooner after termination;
- (c) Carter shall be entitled to indefinitely retain any and all data collected by it under these Terms and its Privacy and Cookies Policy, but only to the extent that it anonymises such data, with such anonymous data being used in order to further improve the Service;
- (d) any rights that have accrued to either of us at the date of termination will remain enforceable after termination.

## **10. Personal data**

Carter shall process your personal data in accordance with its Privacy and Cookies Policy and (where it is a data processor) in accordance with the terms of its Data Processing Agreement as appended to these Terms.

## **11. Our liability**

11.1 Your access and use of the Service is entirely at your own risk. You remain responsible for any decision that you make in using the Service.

11.2 You acknowledge and agree that Carter is not obliged to monitor or moderate any User Data submitted to its Service. Where it does monitor or moderate such User Data it shall indicate how this is performed and who should be contacted in relation to any User Data that is of concern to you.

11.3 The express terms of these Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for these Terms would be implied or incorporated into these Terms, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

11.4 Nothing in these Terms shall operate to exclude or limit liability for: (a) death or personal injury caused by the negligence of either party, their servants, agents, employees or sub-contractors; (b) any breach or contravention of the terms implied by Section 2 Supply of Goods and Services Act 1982; or (c) fraudulent misrepresentation.

11.5 Subject to Clause 11.4 above, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms, but we are not responsible for any loss or damage that is not foreseeable.

11.6 Subject to Clauses 11.4 and 11.5 above, our maximum aggregate liability arising out of or in connection with these Terms or any collateral agreement, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed £50.

11.7 Subject to the express provisions of these Terms, we do not make any representation or warranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service,. Neither we nor our licensors represent or warrant that: (a) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the quality of the Service will meet your requirements or expectations; (c) the server(s) that make the Service available are free of viruses or other harmful components. The Service is provided to you strictly on an "as is" basis; (d) any stored data will be accurate or reliable; or (e) any errors or defects will be corrected.

## **12. Privacy and Cookies Policy**

12.1 We are committed to protecting your privacy. Carter's Privacy and Cookies Policy explains how we treat your personal data and protect your privacy when you use our Service. By using our Service, you agree that Carter can use such data in accordance with our Privacy and Cookies Policy.

12.2 Please see our Privacy and Cookies Policy <https://docs.carterlabs.ai/privacy-and-cookies-policy> for more information.

## **13. General**

### **13.1 Confidentiality:**

(a) For the purposes of these Terms, 'Confidential Information' means these Terms and all information obtained by one party from the other pursuant to these Terms and its performance which is marked, or ought reasonably to be regarded as confidential including Carter's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, vendors, prices, discounts, margins and current trading performance and future business strategy.

(b) Except as provided by Clauses 12.1(c), 12.1(d) and 12.1(e), each party shall at all times during the continuance of these Terms and for 5 years after its expiry or earlier termination: (i) use its best endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (ii) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under these Terms.

(c) Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by these Terms, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.

(d) Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: (i) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or (ii) it is or becomes available to the disclosing party otherwise than pursuant to these Terms and free from any restrictions as to its use or disclosure.

**13.2 Transferring any rights under these Terms:** Carter may transfer its rights and obligations under these Terms to another person. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. If you are unhappy with the transfer you may contact us to end these Terms within 7 days of us telling you about it. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

**13.3 Events Beyond our Control:** Carter shall not be liable to you for any breach of these Terms or any failure to provide or delay in providing the Service resulting from any event or circumstance beyond our reasonable control including acts of God; war; riot; civil commotion; fire; flood; adverse weather; terrorist action; nuclear, chemical or biological contamination; governmental order, rule or regulation; failure of telecommunications that provide connectivity to the Service from a public or private network such as the Internet; and default of suppliers or sub-contractors.

**13.4 Entire Agreement:** These Terms constitute the entire understanding and constitute the entire agreement between us in relation to its subject matter and supersede any previous agreement between us as to such subject matter.

**13.5 Unenforceability:** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

**13.6 Third Party Rights:** These Terms are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

**13.8 Governing law and Jurisdiction:** These Terms are governed by English law. Any disputes arising in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts which means that you may bring a claim to enforce your consumer protection rights in connection with these Terms in the UK or in the EU country in which you live. If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.



## **ANNEX DATA PROCESSING TERMS**

### **DEFINITIONS**

**Applicable Laws:** means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Carter is subject.

**Applicable Data Protection Laws:** means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Carter is subject, which relates to the protection of personal data.

**Carter Personal Data:** any personal data which Carter processes in connection with these Terms in the capacity of a controller.

**EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).

**Purpose:** the purposes for which the User Personal Data is processed, as set out in paragraph 1.8(a).

**User Personal Data:** any personal data which Carter processes in connection with these Terms, in the capacity of a processor on your behalf.

**UK GDPR:** has the meaning given to it in the Data Protection Act 2018.

### **I. DATA PROTECTION**

- I.1** For the purposes of this paragraph I, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- I.2** Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This paragraph I is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- I.3** The parties have determined that, for the purposes of Applicable Data Protection Laws:

- (a) Carter shall act as controller in respect of the personal data and processing activities set out in Part 1 of Appendix 1 to this Annex; and
  - (b) Carter shall process the personal data set out in Part 2 of Appendix 1 to this Annex, as a processor on your behalf in respect of the processing activities set out in Part 2 of Appendix 1 to this Annex.
- I.4 Should the determination in paragraph 1.3 change, then each party shall work together in good faith to make any changes which are necessary to this paragraph 1 or the related Appendix.
- I.5 By entering into these Terms, you consent to all actions taken by Carter in connection with the processing of Carter Personal Data, provided these are in compliance with the then-current version of Carter's Privacy and Cookies Policy (as referenced in the above Terms). In the event of any inconsistency or conflict between the terms of such policy and this Annex, the policy shall take precedence.
- I.6 Without prejudice to the generality of paragraph 1.2, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Carter Personal Data and User Personal Data to Carter and lawful collection of the same by Carter during the period for which the Terms are in force for the purposes of these Terms.
- I.7 In relation to the User Personal Data, Appendix 2 of sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- I.8 Without prejudice to the generality of paragraph 1.2 Carter shall, in relation to User Personal Data:
  - (a) process that User Personal Data only on your documented instructions in accordance with these Terms, unless Carter is required by Applicable Laws to otherwise process that User Personal Data. Where Carter is relying on Applicable Laws as the basis for processing User Personal Data, Carter shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Carter from so notifying you on important grounds of public interest. Carter shall inform you if, in its opinion, your instructions infringe Applicable Data Protection Laws;
  - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of User Personal Data and against accidental loss or destruction of, or damage to, User Personal Data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected,

having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by Carter to process User Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist you insofar as this is possible (taking into account the nature of the processing and the information available to Carter) in responding to any request from a data subject and in ensuring your compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify you without undue delay on becoming aware of a personal data breach involving the User Personal Data;
- (f) at your written direction, delete or return User Personal Data and copies thereof to you upon expiry or termination of these Terms unless Carter is required by Applicable Law to continue to process that User Personal Data. For the purposes of this paragraph 1.8(f) User Personal Data shall be considered deleted where it is put beyond further use by Carter; and
- (g) maintain records to demonstrate its compliance with this paragraph 1.8.

1.9 You hereby provide your prior, general authorisation for Carter to:

- (a) appoint processors to process the User Personal Data, provided that Carter:
  - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on it under this paragraph 1; and
  - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Carter.
- (b) transfer User Personal Data outside of the UK as required for the purpose of Carter fulfilling its obligations under these Terms, provided that Carter shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.

## **Appendix 1: Role of the Parties**

- *Part 1: Where Carter acts as a controller:* As set out in Table 1 of paragraph 2 of its Privacy and Cookies Policy.
- *Part 2: Where Carter acts as a processor:* As set out in Table 2 of paragraph 2 of its Privacy and Cookies Policy.

## **Appendix 2: Particulars of the processing**

- I. *Particulars of processing:*
  - I.1 *Scope and Nature:* For the purposes of Carter fulfilling its obligations under these Terms.
  - I.2 *Purpose of processing:* For the purposes of Carter fulfilling its obligations under these Terms.

- 1.3 *Duration of the processing:* For the period of time for which the Terms are in force.
2. *Types of Personal Data:* As set out in Carter's Privacy and Cookies Policy.
3. *Categories of Data Subject:* Carter users utilising the Service.