

TERMS OF USE FOR HOLISTIC AI TRACKER

Effective Date: 12.11.23

Last Update: [12.11.23]

1. This Terms of Use (“**Terms**”) outlines the rules and regulations for the use of a tracking tool for artificial intelligence-related news, publications, incident, and regulations that can be accessed at www.holisticai.com, its subdomains, or in-house applications. (“**Holistic AI Tracker**”), developed by Holistic AI Limited located at 18 Soho Square, London, W1D 3QH, United Kingdom (“**Holistic AI**”)
2. By accessing and/or staying on any page of the Holistic AI Tracker, visitors (“**Visitors**”, “**they**”, “**their**”, “**them**”) shall be considered have accepted these terms and conditions without any reservations. Visitors who do not agree to take all of the terms and conditions stated on this page should not continue to use the Holistic AI Tracker.

3. General Conditions for Visitors

- 3.1. This Terms apply mainly to Visitors. The rights and obligations provided by and imposed upon user accounts are governed by our User Agreement.
- 3.2. Visitors confirm that the Holistic AI Tracker is a paid service, and that they shall not be provided access to the content unless they pay and get a user account. Visitors also commit and undertake that they will not use any tool or external source or engage in any other action to access the paid content of the Holistic AI Tracker without a valid User Agreement and user account for the Holistic AI Tracker.
- 3.3. Unless otherwise stated, Visitors agree that Holistic AI and/or its commercial partners own and keep the intellectual property rights for all content made available on the Holistic AI Tracker by Holistic AI.
- 3.4. Holistic AI may provide links to external sources and use parts or snippets of third-party works. Visitors confirm that they understand that Holistic AI may or may not have licences or proprietary or contractual rights on



this content, and nothing in this Terms grants Visitors or can be interpreted as granting Visitors any rights on the content of the Holistic AI Tracker.

3.5. Visitors hereby agree and commit that nothing in this Terms transfers or can be interpreted as to transfer any right including, but not limited to, intellectual property rights on the Holistic AI Tracker software, its content, or its other components to them, unless otherwise explicitly stated.

3.6. Visitors commit and undertake that they shall not scrape, scrawl, mine, or copy the content of the Holistic AI Tracker, wholly or partially, manually or automatically with the help of any tool or reverse-engineer the software, algorithm, or any other component of the Holistic AI Tracker.

3.7. Visitors agree to defend, indemnify and hold harmless Holistic AI, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including legal fees, arising out of or related to the their access to or use of the content of the Holistic AI Tracker in violation of this Terms.

3.8. Visitors agree and warrant that Holistic AI can unilaterally and without any notification, approval, or reason shut down the Holistic AI Tracker or block their access.

4. Hyperlinking to our Content

4.1. The following organizations may link to the content of the Holistic AI Tracker without prior written approval:

- Government agencies.
- Search engines.
- News organizations.
- Online directory distributors may link to the Holistic AI Tracker in the same manner as they hyperlink to the websites of other listed businesses.

4.2. These organizations may link to our home page, publications, or other information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.



4.3. We may consider and approve other link requests from the following types of organizations:

- Commonly known consumer and/or business information sources.
- Dot.com community sites.
- Associations or other groups representing charities.
- Online directory distributors.
- Internet portals.
- Accounting, law, and consulting firms; and
- Educational institutions and trade associations.

4.4. We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Holistic AI; and (d) the link is in the context of general resource information.

4.5. Visitors from one of the organizations listed in clause 4.2 above and are interested in linking to our website must inform us by sending an e-mail to we@holisticai.com. In this case, we kindly request from our Visitors to include their name, their organization name, and contact information, as well as the URL of their site, a list of any URLs from which they intend to link to the Holistic AI Tracker, and a list of the URLs on our site to which they would like to link. Depending on the nature and the implications of the request, it may take Holistic AI some time to reply such a request. The silence of Holistic AI cannot be interpreted as permitting such linking.

4.6. Approved organizations may hyperlink to the Holistic AI Tracker as by use of our corporate name, by use of the uniform resource locator being linked to, or using any other description of the Holistic AI Tracker being linked to that makes sense within the context and format of content on the linking party's site.

4.7. No use of Holistic AI logo or other artwork is allowed for linking absent a trademark license agreement or any other prior written approval by Holistic AI.

5. Content Liability

5.1. The information provided on the Holistic AI Tracker are for information purposes only. Holistic AI does not ensure that the information on the Holistic AI Tracker is correct. Holistic AI does not warrant its completeness or accuracy either, nor does it promise to ensure that the content remains available or that the material on the Holistic AI is kept up to date.

5.2. Holistic AI shall not be held responsible for any content or information that appears on the Holistic AI Tracker on any grounds including, but not limited to, the information being inaccurate or obsolete.

6. Removal of links from our website

If Visitors find any link on the Holistic AI Tracker that is offensive for any reason, they are free to contact and inform Holistic AI at any moment. Holistic AI will consider requests to remove links, but is not obligated to or so or to respond to Visitors directly.

7. Reservation of Rights

7.1. Holistic AI reserves the right to unilaterally amend the provisions of this Terms wholly or partially and without any approval at any time. Visitors are required to check the latest version of the Terms when accessing the Holistic AI Tracker.

7.2. By continuing to access the Holistic AI Tracker, Visitors agree to be bound to and comply with the amended versions of this Terms as well.

8. Processing of Personal Data

8.1. Holistic AI shall process Visitor personal data for the purpose of keeping the Holistic AI Tracker functioning and accessible as intended.

8.2. Holistic AI Tracker Privacy Policy will be considered part of this Terms and all personal data processing shall be conducted accordingly. Visitors agree that they read and understand the Holistic AI Tracker Privacy Policy.

9. Cookies

- 9.1.** The website uses cookies to help personalize Visitors' online experience. By accessing Holistic AI Tracker, Visitors accept that Holistic AI can use the required cookies.
- 9.2.** A cookie is a text file that is placed on Visitors' hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to Visitors' computer. Cookies are uniquely assigned to each Visitor and can only be read by a web server in the domain that issued the cookie to that Visitor.
- 9.3.** We may use cookies to collect, store, and track information for statistical or marketing purposes to operate our website. Visitors have the ability to accept or decline optional cookies. There are some required cookies that are necessary for the operation of our website. These cookies do not require Visitor consent as they always work. Please keep in mind that by accepting required requires, Visitors also accept third-party cookies, which might be used via third-party provided services if Visitors use such services on our website, for example, a video display window provided by third parties and integrated into our website.

10. Limitation of Liability

- 10.1.** In no event shall Holistic AI, its subsidiaries, affiliates or any of their respective employees, officers, directors, agents, partners or affiliated third-party content providers be liable for: (a) loss of contracts; (b) loss of reputation and/or goodwill; (c) loss of profit, loss of revenue, loss of anticipated savings and/or loss of business; or (d) indirect, consequential or special loss, damage or liability even if such loss or damage was reasonably foreseeable, arising out of or in connection with Visitor access or use of the Holistic AI Tracker.
- 10.2.** Nothing in this Terms shall exclude or limit the parties' liability for: (a) death or personal injury caused by negligence; (b) for fraudulent misrepresentation; or (c) for any other matter which cannot be excluded by law.

10.3. The limitations and prohibitions of liability set under this provision and elsewhere in this Agreement are subject to the preceding paragraph and govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

11. Severability

If any provision (or part of a provision) of this Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12. Modifications

As its business evolves, Holistic AI may change this Terms. Holistic AI can make any change to this Terms, without any condition, notification, or approval. Visitors can review and are responsible for reading the most current version of this Terms by visiting the Holistic AI Tracker. Visitors accessing the Holistic AI Tracker after the effective date will be deemed to have accepted of any revised Terms.

13. Force Majeure

Neither Holistic AI nor Visitors will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and government action.

14. Governing Law and Jurisdiction

This Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with this Terms are governed by and construed in accordance with English law.

15. Entry Into Force

This Terms shall be effective from the thereon.

Contact Us

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