

Terms of Service
Last Updated: [06/08/26]

Please read these Terms of Service (the “**Terms**”) and our [Privacy Notice](#) (“**Privacy Notice**”) carefully because they govern your use of Visora located at www.visora.com (the “**Platform**”) and services accessible via the Platform and corresponding mobile application (“**App**”) offered by Visora Data, Inc. (“**Visora**”, “**we**”, “**us**”, “**our**”). To make these Terms easier to read, the Platform and our services are collectively called the “**Services**.”

1. Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity.

2. Privacy Notice. Please review our Privacy Notice, which also governs your use of the Services, for information on how we collect, use and share your information.

3. Changes to these Terms or the Services. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Platform, to the App and/or may also send other communications. If you don’t agree to be bound by the changes, you may not use the Services anymore.

4. Who May Use the Services?

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Visora, and not otherwise barred from using the Services under applicable law.

For certain features of the Services you’ll need to create an account (“**Account**”). You can do this via the Services or through your account with certain third-party services such as Clerk (each, an “**SNS Account**”). If you choose the SNS Account option we’ll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access. Further information about how Visora collects this information can be found in our Privacy Notice.

You agree and acknowledge that you will be required to complete identification verification in order to use certain features of the Services. If you are unable to provide any of the requested information, you may be prevented from accessing certain features of the Services. We will not be liable for any loss or damage arising from your failure to comply with this section. You agree and acknowledge that identity verification process may be conducted by Veriff, a third-party service provider. By agreeing to these Terms, you are also agreeing to the [Terms and Conditions](#) and [Privacy Policy](#). Any sharing of personal data between Visora and Veriff is governed by the Visora Privacy Notice.

Recording and Activity Tracking. For certain Projects, including time- or task-based and computer-use Projects, you will record your screen or device, and your work activity and hours may be tracked through the Platform and the tools and services made available through it. By participating in

such Projects, you consent to this recording and tracking. Any sharing of personal data between Visora and any third-party provider that supports this functionality is governed by the Visora Privacy Notice.

5. Description of Services.

(a) General. Our Services are designed to allow you to (i) upload Project Results (as defined below) in response to prompts or other requirements set forth on the Platform, and/or (ii) perform time- or task-based work, which may include recording your screen or device, developing evaluation rubrics or guidelines, performing assessments, and completing other tasks specified on the Platform (collectively, “**Projects**”). Depending on the Project type, you may earn payments for approved content and/or for the labor you perform, in each case as set forth in the applicable Project flow and our Payments Policy. You will be required to apply for each Project by completing the required fields made available through the Platform. You acknowledge and agree that Visora reserves the right in its sole discretion whether to accept or reject your application for any Project.

(b) Qualification Review. Certain Projects may require you to complete a qualification process before you are eligible to participate. The qualification requirements for each Project type will be set forth on the Platform and may include, without limitation, without limitation: (i) successful completion of identity verification; and (ii) submission of audiovisual content that satisfies the technical and compositional standards specified in the qualification flow (which may include, by way of example, requirements relating to framing, visibility of certain body parts, lighting conditions, and recording resolution, and, for Projects involving screen or device recording, requirements relating to screen-capture resolution, the content shown on screen, and the exclusion of the sensitive or third-party information described in the Acceptable Use Policy). You acknowledge and agree that Visora reserves the right to approve or reject your qualification application based on the applicable criteria in its sole discretion. Visora may, but is not obligated to, permit you to resubmit a qualification application for the same Project type.

(c) Project Submission and Review. Once qualified, you may submit Project Results (as defined below) in response to available Projects in accordance with the requirements set forth in the applicable Project submission flow on the Platform (“**Project Submissions**”). Project Submission requirements may include, without limitation: (a) general technical requirements applicable to all Projects (such as file format, file type, and other asset specifications); and (b) Project-specific requirements relating to the content of your submission (such as whether your submission is responsive to the applicable prompt or directive). You acknowledge and agree that Visora reserves the right to approve or reject any Project Submission based on the applicable criteria in its sole discretion. If your Project Submission does not satisfy the applicable requirements, Visora may, but is not obligated to, permit you to resubmit a Project Submission for the same Project. Only Project Submissions that are approved by Visora in accordance with this Section shall be eligible for payment. For time- or task-based Projects, you will be compensated for labor that Visora approves in advance, in accordance with the Payments Policy; compensation attributable to recorded Project Results remains contingent on those Project Results satisfying the applicable quality and approval criteria. Pre-approved labor that you actually perform is not contingent on approval of any resulting recording.

(d) Approval Process. Visora’s determination regarding the approval or rejection of any qualification application or Project Submission shall be final and binding, and Visora shall have no obligation to provide any explanation or justification for any such determination.

6. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you grant us a global, irrevocable, sublicensable license to make, use, sell, copy, modify, distribute, and make derivative works of the Feedback.

7. Project Results.

(a) Project Results. Our Services allow you to upload or share content such as text files, documents, images and audiovisual recordings, in each case, in connection with the applicable Project. Any content, materials, recordings (including screen or device recordings), rubrics, evaluations, assessments, or other work product that you create, upload, or otherwise make available through or in connection with a Project — whether submitted as a Project Submission or generated in the course of performing time- or task-based work — is referred to as “**Project Results**”.

(b) IP Assignment to Project Results. To the extent permitted by applicable law, the Project Results that you create subject to these Terms will be a work-made-for-hire owned exclusively by Visora . To the extent any Project Result is not considered a work-made-for-hire, you hereby assign to Visora all right, title and interest in and to the Project Results and will execute such further documents and take any reasonable actions as may be necessary to effectuate the foregoing assignment.

(c) Backup License to Project Results. To the extent any Project Results may not be assigned to Visora , by making any Project Results available through the Services, you hereby grant to Visora to the maximum extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, irrevocable, non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense (through multiple tiers), to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform the Project Results for any purpose, including, but not limited to, for the purpose of training or otherwise improving artificial intelligence models or other technologies.

(d) Responsibility for Project Results. You represent and warrant that you have (and will have) all rights that are necessary to grant us the foregoing rights in and to the Project Results under these Terms. You represent and warrant that neither the Project Results, nor your use and provision of the Project Results to be made available through the Services, nor any use of the Project Results by Visora will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Recordings; No Capture of Sensitive or Third-Party Information. For Projects involving screen or device recording, you are responsible for ensuring that your recordings do not capture login credentials, sensitive personal information, or confidential, proprietary, or trade-secret information of any third party (including any current or former employer), as further described in the Acceptable Use Policy. You agree not to record any such material and to take reasonable steps to remove or obscure it.

(e) Name & Likeness; Permissions. Further, you grant to Visora , to the maximum extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, irrevocable, non-exclusive, transferable, worldwide, royalty-free license, permission and consent, with the right to sublicense (through multiple tiers), to use (a) your name, image, likeness, voice, identity, and Account information and (b) any other names, images, likenesses, voices or identities that are included within the Project Results for any purpose. To the extent the Project Results contain the name, image, likeness, voice, identity, or other rights of publicity of any third parties, you represent and warrant that you have obtained the appropriate consents, permissions and/or licenses for your use of such features and use by Visora and its sublicensees in connection with the Project Results.

(f) Visora's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

8. Payments for Project Results. You may be eligible to receive payments based on your submission of Project Results through the Services. Details on payments may be found in our [Payments Policy](#).

Payments made to you from Visora or facilitated by the Services may be processed by a third-party payment processor (“**Payment Processor**”). Your use of these Payment Processors may be subject to the separate policies, terms of use, and fees of these Payment Processors. You may be required to create an account with such Payment Processor, and by doing so, you agree to comply with the Payment Processor's applicable terms of service. You may need to provide additional information to verify your identity, business and tax information and your bank information when you register with the Payment Processor.

You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services.

9. Rights and Terms for Apps.

(a) App License. If you comply with these Terms, Visora grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

(b) Additional Information: Apple App Store. This Section 9(b) applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

10. General Prohibitions and Visora's Enforcement Rights. You agree not to do any of the following:

- (a)** Use, display, mirror or frame the Services or any individual element within the Services, Visora's name, any Visora trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Visora's express written consent;
- (b)** Use the Services in a manner that violates the Acceptable Use Policy;
- (c)** Access, tamper with, or use non-public areas of the Services, Visora's computer systems, or the technical delivery systems of Visora's providers;
- (d)** Attempt to probe, scan or test the vulnerability of any Visora system or network or breach any security or authentication measures;
- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Visora or any of Visora's providers or any other third party (including another user) to protect the Services;
- (f)** Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Visora or other generally available third-party web browsers;
- (g)** Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (h)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

- (i) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (j) Impersonate or misrepresent your affiliation with any person or entity;
- (k) Violate any applicable law or regulation; or
- (l) Encourage or enable any other individual to do any of the foregoing.

Visora is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including Project Results, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. DMCA/Copyright Policy. Visora respects copyright law and expects its users to do the same. If you believe that material located on or linked to by the Services violates your copyright, please send a notice of claimed infringement by email to info@visora.support with the subject “Takedown Request”, and include the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work (or mark) you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise and detailed manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
8. If the copyright owner’s rights arise under the laws of a country other than the United States, please identify the country.

You may also send notices containing the above-required information to the following address:

Visora, Inc.
Attn: Takedowns Department

Upon receipt of a notice that complies with the foregoing, we reserve the right to remove or disable access to the accused material or disable any links to the material; notify the party accused of infringement that we have removed or disabled access to the identified material; and terminate access to and use of the Services for any user who engages in repeated acts of infringement.

Please be aware that if you knowingly misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. Please see Visora's [Copyright Policy](#), for further information.

12. Links to Third Party Websites or Resources. The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

13. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you, including without limitation for repeated violations of any applicable use restrictions. You may cancel your account at any time by sending us an email at info@visora.support. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections on Limitation of Liability, Governing Law and Dispute Resolution.

14. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

15.

16. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VISORA NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VISORA OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VISORA'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING FROM ALL CLAIMS UNDER OR RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF: (I) THE AMOUNTS

ACTUALLY PAID OR PAYABLE TO YOU BY VISORA , OR (II) ONE HUNDRED DOLLARS \$100.00.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VISORA AND YOU.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Visora are not required to arbitrate will be the state and federal courts located in the Northern District of California, and you and Visora each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Visora agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Visora are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 18(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 18(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND VISORA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 18(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

19. **General Terms.**

(a) Independent Contractors. Notwithstanding any provision hereof, you are an independent contractor and are not an employee, agent, partner or joint venturer of Visora and shall not bind nor attempt to bind Visora to any contract beyond the terms of these Terms. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Visora and you.

(b) Reservation of Rights. Visora and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(c) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Visora and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Visora and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Visora's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Visora may freely assign or transfer these Terms without

restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(d) Notices. Any notices or other communications provided by Visora under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(e)

(f) Waiver of Rights. Visora's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Visora. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20. Contact Information. If you have any questions about these Terms or the Services, please contact Visora at info@visora.support.