

# **AI EdgeCapture™:**

**Terms of Use**

## 1. Introduction

Welcome to AI EdgeCapture™, a proprietary AI Lead Capture & Enrichment Service provided by momencio. These Terms of Use (“Terms”) govern your use of AI EdgeCapture™ and set forth the legal agreement between you (“User” or “you”) and momencio (“we,” “us,” or “our”). By accessing or using AI EdgeCapture™, you agree to these Terms. If you do not agree with these Terms, please do not use AI EdgeCapture™.

By accessing or using AI EdgeCapture™, you confirm that you are authorized to enter into this agreement on behalf of your organization, if applicable.

## 2. Definitions

For clarity, certain terms in these Terms of Use are defined as follows:

- **User:** Any individual or organization accessing or using AI EdgeCapture™.
- **Service:** Refers to the AI EdgeCapture™ platform, including all features, tools, and functionalities provided by momencio.
- **Credits:** Units required for data enrichment in AI EdgeCapture™; each credit enables one enrichment.
- **Enrichment:** The process of enhancing basic captured data (e.g., names, job titles) with additional details such as job title, email, or LinkedIn profile.

## 3. Agreement to Terms

By accessing or using AI EdgeCapture™, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, including any future modifications. Your continued use of the service after changes are made will constitute your acceptance of any modifications.

## 4. License to Use

momencio grants you a limited, non-exclusive, non-transferable license to access and use AI EdgeCapture™ solely for your business’s internal lead enrichment and engagement purposes. You may not resell, sublicense, or otherwise make the Service available to any unauthorized third parties.

## 5. Intellectual Property Rights

All intellectual property rights related to AI EdgeCapture™, including but not limited to trademarks, logos, software, algorithms, and documentation, are the exclusive property of momencio. Users are granted no rights to these assets beyond the limited license to use the Service as described in these Terms.

## 6. User Responsibilities

Users of AI EdgeCapture™ are required to:

- **Obtain Consent:** Users must obtain appropriate consent from individuals before capturing and processing their data, especially in jurisdictions where consent is legally required (e.g., GDPR, CCPA).
- **Comply with Laws:** Users agree to comply with all applicable laws, regulations, and privacy policies related to data capture, processing, and use.
- **Ensure Data Accuracy:** Users are responsible for capturing high-quality, accurate images of badges, business cards, or name tags to ensure effective processing by AI EdgeCapture™.
- **Monitor Credit Usage:** Users must monitor their credit balance and purchase additional credits as needed to avoid service interruptions. Each lead enrichment uses one credit, and it is the user's responsibility to maintain sufficient credits for their usage requirements.

## 7. Acceptable Use Policy

Users agree to use AI EdgeCapture™ responsibly and in compliance with all applicable laws and regulations. The following actions are prohibited:

- **Unauthorized Data Capture:** In jurisdictions where consent is legally required, data collection without the individual's consent is strictly prohibited.
- **Misuse of Enriched Data:** Users are prohibited from using enriched data for spamming, harassment, or any illegal activity. Enriched data should be used solely for legitimate business purposes.
- **Circumventing the Credit System:** Any attempts to bypass the credit requirement or manipulate the AI EdgeCapture™ enrichment process will result in immediate suspension of service and potential legal action.
- **Interfering with Service:** Engaging in any activity that disrupts or interferes with the functionality of AI EdgeCapture™, including attempts to breach security or manipulate data, is prohibited.

Failure to adhere to this Acceptable Use Policy may result in suspension or termination of access to AI EdgeCapture™.

## 8. Credits and Usage

- **Credit System:** AI EdgeCapture™ operates on a credit-based system, with each lead enrichment consuming one credit. Users are required to purchase credits in advance to access enrichment services.
- **Credit Expiration:** Unless otherwise specified, credits do not expire but are non-refundable and non-transferable. momencio reserves the right to adjust credit policies based on usage trends and service updates.
- **Credit Management:** Users are responsible for managing their credit balance. In the event credits are depleted, users will need to purchase additional credits to continue using enrichment services.
- **Abuse of Credits:** Any misuse of credits, including unauthorized usage, resale, or sharing of credits across unauthorized accounts, is prohibited and may result in suspension of service.

## 9. Disclaimer of Warranties and Limitation of Liability

AI EdgeCapture™ is provided on an “as-is” and “as-available” basis. momencio makes no warranties, express or implied, regarding the accuracy, completeness, or reliability of data processed by AI EdgeCapture™. We disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

- **No Guarantee of Accuracy:** AI EdgeCapture™ leverages AI and publicly available data sources for enrichment, but data accuracy, completeness, or reliability is not guaranteed. Users acknowledge that the results may vary depending on the quality of captured images, available data, and the nature of AI processing.
- **Limitation of Liability:** To the maximum extent permitted by law, momencio shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from the use or inability to use AI EdgeCapture™, including but not limited to data inaccuracies, loss of business, or damage to reputation.
- **Limitations on Use for Sensitive Industries**  
AI EdgeCapture™ may have limited data enrichment capabilities for certain sensitive industries, such as government, military, and privacy-restricted sectors. Users should be aware that enrichment for such industries may yield limited or incomplete profiles due to restrictions on public data availability.

Users are encouraged to independently verify any enriched data before relying on it for critical business decisions.

## 10. AI Limitations

AI EdgeCapture™ utilizes AI-driven Optical Character Recognition (OCR) and machine learning algorithms for data enrichment. Users should understand the inherent limitations of AI, including:

- **Dependence on Public Data:** AI EdgeCapture™ enriches lead profiles using publicly accessible sources. If certain information, such as work email or LinkedIn profile, is not publicly available, the service cannot add that data.
- **Impact of Image Quality:** OCR performance depends heavily on the quality of the captured image. Low-resolution, blurry, or handwritten text can reduce accuracy and completeness.
- **No Guarantee of Completeness:** AI EdgeCapture™ is designed to enrich lead profiles to the fullest extent possible, but completeness is not guaranteed. Some data points may remain unpopulated due to limited public data availability.

## 11. User Data and Ownership

Users retain ownership of the data they capture and submit for enrichment via AI EdgeCapture™. By using the Service, you grant momencio the right to process and enrich your data solely for the purpose of providing the Service. momencio does not claim ownership of your captured data but may use aggregated, anonymized data for service improvement.

## 12. Data Retention and Deletion Policy

momencio retains enriched lead data for one year to facilitate ongoing engagement activities. Users may request the deletion of their data at any time by contacting momencio support at [dpo@momencio.com](mailto:dpo@momencio.com). All data deletion requests will be processed in compliance with applicable data privacy laws. All data deletion requests will be processed within 30 days of receipt in compliance with applicable data privacy laws.

## 13. Indemnification

You agree to indemnify, defend, and hold harmless momencio, its affiliates, and its employees from any claims, liabilities, damages, losses, or expenses arising from or related to your use of AI EdgeCapture™, including but not limited to any violations of these Terms, misuse of data, or failure to obtain required consents.

## 14. Modifications to Terms and Service

momencio reserves the right to modify these Terms of Use or update AI EdgeCapture™ at any time. We will notify users of any significant changes to these Terms. Continued use of AI EdgeCapture™ following any updates constitutes acceptance of the modified terms. If you do not agree to the updated Terms, you must stop using AI EdgeCapture™.

## 15. Data Privacy and Compliance

momencio is committed to data privacy and compliance with applicable data protection regulations, including GDPR and CCPA. We implement industry-standard encryption for all data in transit and at rest. Access to user data is restricted to authorized personnel only, and we regularly review our security protocols to ensure data integrity and confidentiality.

- **Data Security:** All data processed by AI EdgeCapture™ is encrypted during transmission and storage to prevent unauthorized access.
- **Consent and Compliance:** Users are responsible for obtaining consent from individuals before capturing their data in compliance with all applicable local and international data protection regulations. momencio is not liable for any misuse of data resulting from a user's failure to secure the necessary consent.
- **Data Use:** Data collected through AI EdgeCapture™ is used solely for lead enrichment and engagement purposes. momencio does not sell or share user data with third parties.

## 16. Force Majeure

momencio shall not be held liable for delays or failures in the performance of AI EdgeCapture™ arising from events beyond its reasonable control, including but not limited to natural disasters, internet disruptions, or government actions.

## 17. Termination

momencio reserves the right to suspend or terminate a user's access to AI EdgeCapture™ at its discretion, particularly in cases of:

- **Violation of Terms:** Any breach of these Terms, including unauthorized data capture, misuse of credits, or prohibited activities, may result in immediate termination of service.
- **Non-Payment:** Failure to purchase sufficient credits or pay for services as required may result in a suspension of access until payment or credits are replenished.

Users may terminate their use of AI EdgeCapture™ at any time; however, no refunds will be provided for unused credits. In cases where termination is due to violation of these Terms, any remaining credits may be forfeited.

In cases of non-compliance with these Terms, momencio may issue a warning prior to termination, depending on the severity of the violation.

## 18. Contact Information



For questions regarding AI EdgeCapture™ or these Terms of Use, please contact momencio at:

**Email:** [support@momencio.com](mailto:support@momencio.com)

**By using AI EdgeCapture™, you agree to comply with these Terms of Use and acknowledge the limitations, disclaimers, and responsibilities outlined above.**