

Conservation X Labs Terms of Use

Last updated: 2025-05-14

These Terms of Use,, set forth the terms and conditions (“Terms”) that apply to your access and use of the CXL website, located at <https://conservationxlabs.com/> (the “Site”), and other products, applications, and services offered by CXL, including Sentinel and Wild Me (which offers products such as Scout and Wildbook) (together, the “Services”). CXL includes Conservation X Labs, Inc., its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. CXL’s Services include, but are not limited to, providing wildlife monitoring tools and programs relating to conservation efforts across the globe.

By using or accessing the Services you agree to these Terms, as updated from time to time in accordance with Section 9 below. **FOR USERS OUTSIDE THE EUROPEAN UNION, THESE TERMS STATE THAT ANY DISPUTES BETWEEN YOU AND CXL MUST BE RESOLVED IN ARBITRATION OR SMALL CLAIMS COURT.**

1. Access to Services. To use the Services, you must (i) be at least eighteen (18) years of age or the minimum age required in your country to consent to use the Services, and if you are under eighteen (18), you must have the permission of your parent or legal guardian to use the Services; (ii) have not previously been suspended or removed from the Services; (iii) register for and use the Services in compliance with any and all applicable laws and regulations, and (iv) agree to and comply with these Terms, as well as any other documentation, guidelines, or policies we make available to you. CXL may at times ask you to review and accept supplemental terms that apply to your interaction with the Services. To improve and evaluate our Services, including our products, we may log and analyze information about how you use and interact with the Services, as described in our Privacy Policy and Cookie Notice.

CXL’s Services are primarily for use by accredited conservationists and researchers and members of the general public who sign up for a membership account (“Authorized Users”) accessed through a secure login. Authorized Users are those persons, and only those persons, who have created or been granted a user identifier (“ID”) and password. We reserve the right to refuse or reject any new membership account with or without reason at our sole discretion.

There are certain CXL webpages that are available to the general public (“Other Users”) as well as to Authorized Users. Other Users are those persons, who, without having a user ID or password, choose to visit and/or interact with the Site. Such users are also bound by these Terms.

“Authorized Users” and “Other Users” are collectively referred to as “User” or “you” in these Terms of Use.

2. Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to, your name, email address and other contact information, and to create a username and password (“Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from CXL for any purpose. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other Users, we ask you not to share your Registration Information with anyone else. If you do share your Registration Information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at the contact details mentioned below.

3. Prohibited Conduct. You may not use our Services for any illegal, harmful, or abusive activity. You agree not to:

- A. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law or in a way that may pose a significant risk of harm to the health safety or fundamental rights of individuals;
- B. Violate, infringe or misappropriate or encourage others to violate, infringe or misappropriate the rights of third parties, including any patent, trademark, copyright, trade secret or other intellectual property right;
- C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, inappropriate, obscene, promotional, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Services;
- E. Interfere with the operation or any User’s enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other Users, or attempting

to collect personal information about Users or third parties without their consent;

- F. Access, monitor or copy any content or information of the Services using any robot, spider, scraper, or other automated means or any manual process (including text and data mining techniques to which CXL expressly objects) for any purpose without CXL's express written permission;
- G. Represent or mislead any third party that any output from CXL's artificial intelligence, including generative artificial intelligence, machine learning or other algorithms and models (collectively, "Generative AI") was solely human-generated;
- H. Use the Services to develop services or models, including foundation or large language models, that compete with CXL;
- I. Reverse engineer, decompile or discover the source code or underlying components of the Services, including models, algorithms or systems, or assist anyone in doing so (except to the extent allowable by applicable law or permitted by an open source license);
- J. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other Users without permission, or falsifying your identity or any information about you, including age or date of birth;
- K. Modify, copy, lease, sell, otherwise transfer the access granted herein, or distribute any of our Services;
- L. 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; or
- M. "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 CXL.

4. Third Party Content. The Services may contain links to third party websites and services. CXL provides such links as a convenience and does

not control or endorse these websites and services. You acknowledge and agree that CXL has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content. CXL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

5. Intellectual Property.

- A. Your User Content and Your Licenses to CXL. You may post or upload written content, images, or other content to CXL through the Services and/or CXL may collect, transmit, upload, or post such content on your behalf through the Services (collectively, “User Content”). You represent and warrant that you have all rights, licenses, and permissions needed to provide User Content to our Services. As between you and CXL, and to the extent consistent with applicable law, you retain your ownership rights in your User Content and you grant CXL a worldwide, non-exclusive, royalty-free, perpetual license (for the full term of any copyright that may exist in such content) to store, reproduce, use, publish, publicly display, distribute, perform, modify, and create derivative works of your User Content, excluding any personal information, in order to:
- i. Support research and conservation of the species;
 - ii. Share the User Content with other Users, including but not limited to researchers and conservationists;
 - iii. Promote the Site and to fundraise;
 - iv. Operate, provide, customize, improve, and develop our Services and new features, including to train our Generative AI; and
 - v. Troubleshoot, debug, and protect our Services.

You further agree that CXL may elect to share User Content on social media that in order to highlight, promote, and communicate about CXL and its purpose.

To the extent the User Content you upload includes images, you agree and accept that the website will temporarily take a copy of the image prior to you clicking the “submit” option, in order to extract the associated metadata (date, time and GPS location of the information) for display back to you for the purpose of

confirming its accuracy and completeness. Neither the images nor the associated metadata will be retained in the system unless and until you click on the “submit” button at the conclusion of the photo upload process.

CXL does not have, and does not undertake, any obligation to pre-screen, monitor, edit, or remove any User Content posted on or through the website or Services. However, CXL retains the right (but not the obligation), in its sole discretion and for any reason, to pre-screen, monitor, edit, remove, or move User Content posted on or through the website 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.

To the extent you and CXL are parties to a separate data sharing agreement that prohibits certain uses of your User Content, CXL will comply with such restrictions.

- B. Our Ownership of the Services and License to You. The Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be stored, used, copied, reproduced, republished, uploaded, posted, transmitted, modified, displayed, performed or distributed in any way without our express permission. All trademarks and service marks on the Services belong to CXL, except third-party trademarks or service marks, which are the property of their respective owners. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use our Services. You acknowledge that due to the nature of artificial intelligence and machine learning generally, our Generative AI outputs may not be unique and other Users may receive the same or similar Generative AI outputs from our Services.
- C. Our Ownership of Website Content. CXL owns all intellectual property rights, including without limitation copyright and trademark rights, in all materials on or comprising the Site (“Content”), including, without limitation, all written, audio visual or other materials and graphical elements on the Site, including all site-generated content, but excluding User Content. We grant you a limited license to use, download, print, or reproduce in whole or in part, the Content on this Site, subject to the following conditions:
 - i. they must be used or reproduced accurately, without any modification;

- ii. they must identify CXL as the source;
- iii. they must be used solely for non-commercial purposes; and
- iv. a copyright notice must appear on every copy in the following form: “© [year] Conservation X Labs. All rights reserved”.

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

The CXL, Wildbook and Wild Me logos are our trademarks and may not be used without our express written permission.

The Use of our open source software and products is also governed by relevant open source licensing disclosed in the Github repository for each product, including but not limited to Wildbook and Scout.

6. Privacy. CXL ensures the protection of Users’ personal data. CXL invites Users to read its Privacy Policy and Cookie Notice.

7. Indemnification. To the extent permitted by law, you agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless CXL from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys’ and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party, including but not limited to, 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. CXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

8. Termination. If you violate these Terms, your permission to use the Services will automatically terminate. In addition, CXL, in its sole discretion, may suspend or terminate your Authorized User account and/or suspend or terminate some or all of your access to the Services at any time,

with or without notice to you. You may terminate your account at any time by contacting CXL at the contact details mentioned below. To the extent permitted by applicable law, after your account is terminated, information and content previously provided by you will no longer be accessible through your account, but CXL may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services.

Upon termination for any reason, all the sections one would expect to survive will survive, including, but not limited to, “Disclaimers of Warranties,” “Limitation of Liability,” “Dispute Resolution by Binding Arbitration,” “General,” and “Intellectual Property.” Termination does not affect any amounts owed before that termination.

9. Modification of the Terms. CXL reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our application or website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

10. Disclaimers of Warranties. TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALTHOUGH CXL SEEKS TO MAINTAIN SAFE, SECURE, ACCURATE, AND WELL-FUNCTIONING SERVICES, WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SERVICES, AND THERE MAY AT TIMES BE INADVERTENT TECHNICAL OR FACTUAL ERRORS OR INACCURACIES. CXL SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIMS (I) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE. YOU ASSUME ALL RISK FOR ANY/ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES, AND YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY GENERATIVE AI OUTPUTS IS DONE AT YOUR SOLE RISK. CXL DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES IN THE INFORMATION, CONTENT, RECOMMENDATIONS, AND MATERIALS MADE AVAILABLE THROUGH THE SERVICES, INCLUDING THE OUTPUT THAT MAY BE GENERATED FROM THE USE OF GENERATIVE AI FEATURES. DUE TO THE RAPIDLY EVOLVING AND PROBABILISTIC NATURE OF GENERATIVE AI TECHNOLOGY, CXL’S GENERATIVE AI MAY PRODUCE OUTPUTS THAT DO NOT ACCURATELY REFLECT FACTUAL INFORMATION AND YOU SHOULD NOT RELY

ON CXL'S GENERATIVE AI AS A SINGLE SOURCE OF FACTUAL INFORMATION OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH CXL SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. Limitation of Liability. IN NO EVENT WILL CXL, INCLUDING ITS EMPLOYEES, AGENT, OFFICERS AND DIRECTORS, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT CXL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

CXL'S AFFILIATES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

12. Governing Law. To the extent permitted by applicable law and subject to any mandatory provisions of your local jurisdictions, these Terms are governed by the laws of the District of Columbia, without regard to conflict of law principles. Subject to Section 13, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and CXL agree to submit to the exclusive personal jurisdiction of the local courts and federal courts located within the District of Columbia, for the purpose of litigating all such disputes.

13. Dispute Resolution by Binding Arbitration. For users outside the European Union, in the interest of resolving disputes between you and CXL in the most expedient and cost-effective manner, you and CXL agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction ("Agreement to Arbitrate"). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration or litigation under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other users.

14. Availability of the Services. CXL reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any

time without any notice or further obligation to you. If we discontinue any paid Services and do not replace with services of equal or higher functionality, we will give you advance notice and a refund for any prepaid, unused Services. You agree that CXL will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

15. General.

- A. Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and CXL regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

16. Contact Details. For any questions or comments about this Terms of Use, please contact us via e-mail at:
wildme.community@conservationxlabs.org
