# Clocked Terms of Service

Terms for using Clocked, the decision and extraction API

These Terms of Service (the "**Terms**") are an agreement between you and Actionable Science, Inc., a Delaware corporation doing business as Rezolve.ai ("**Rezolve.ai**", "**we**", "**us**"), for the use of Clocked, our decision and extraction API at clocked.rezolve.ai, together with its website, console, software development kits and documentation (together, "**Clocked**"). By creating an account, ticking the box at sign-up or using Clocked, you accept these Terms and confirm that you have read our Clocked Privacy Notice.

## 1. Who can use Clocked

**1.1** **Professional use.** Clocked is for professional and developer use, by individual developers and by organisations. It is not offered for personal, family or household use.

**1.2** **Age and authority.** You must be at least 18. If you use Clocked for an organisation, you confirm that you are authorised to accept these Terms for it, and "you" includes that organisation.

**1.3** **Sanctions.** You may not use Clocked if you are on a United States or other applicable sanctions list, or if you are located or ordinarily resident in a country or region where we do not offer Clocked for sanctions or export-control reasons (currently Cuba, Iran, North Korea, Syria, Russia, Belarus and the occupied regions of Ukraine). You must comply with United States export-control and sanctions laws when you use Clocked.

**1.4** **Dedicated capacity.** Dedicated capacity and other enterprise arrangements are provided under a signed order form with our Master Terms and Data Processing Addendum, which then apply instead of these Terms.

## 2. Your account and API keys

**2.1** **Account.** Keep your sign-in details and API keys secure and do not share them outside your organisation. You are responsible for all use of Clocked through your account and keys. Tell us promptly at clocked@clocked.rezolve.ai if you believe a key has been compromised; you can revoke and replace keys in your account at any time.

**2.2** **Accurate information.** Give us accurate account and billing information and keep it up to date.

**2.3** **SDKs.** Our Python and JavaScript software development kits are licensed under the MIT licence included with them. These Terms govern your use of the Clocked service that the SDKs call.

## 3. Plans, credits and billing

**3.1** **Credits.** Use of Clocked is measured in credits, as described on the pricing page. Free or trial credits expire as stated when they are granted. Paid plans include a monthly allowance of credits that resets at the start of each monthly period; unused credits do not roll over and have no cash value. If you turn on overage, credits you use above your allowance are charged at the rates on the pricing page, up to the monthly limit you set, and billed at the end of the billing period.

**3.2** **Paid plans.** Paid plans are billed in advance, monthly or annually, through our payment provider, Stripe, at the price shown when you subscribe. Prices exclude taxes, which you are responsible for paying.

**3.3** **Renewal.** Paid plans renew automatically for the same period until you cancel. We send a reminder before an annual plan renews.

**3.4** **Cancellation.** You can cancel at any time in your account, through the billing portal. Cancellation takes effect at the end of the current billing period, and you keep access until then.

**3.5** **Refunds.** Fees are non-refundable, including for part of a billing period, except where the law requires otherwise.

**3.6** **Starting immediately (EU and UK).** If you are in the European Economic Area or the United Kingdom and the law gives you a right to cancel within 14 days, you ask us at checkout to start your plan immediately and acknowledge that you lose that right once the service has been fully provided; if you cancel within the 14 days, you pay for what you used. We will confirm your request and this acknowledgement by email.

**3.7** **Price changes.** We may change prices on at least 30 days' notice by email. The new price applies from your next billing period after the notice ends, and you may cancel before then.

**3.8** **Payment problems.** If a payment fails, or a payment is disputed or reversed, we may suspend your account and keys until it is resolved.

## 4. Your content

**4.1** **Ownership.** You keep all rights in the data you send to Clocked and in the results Clocked returns to you (together, "**Your Content**"). You give us permission to process Your Content only to provide Clocked to you, keep it secure, prevent abuse and comply with the law.

**4.2** **No training.** We never use Your Content to train, fine-tune or otherwise improve any model.

**4.3** **Retention.** We delete request content and responses within 48 hours, and normally within 24 hours. Our Clocked Privacy Notice describes the other records we keep and for how long.

**4.4** **Your responsibilities.** You are responsible for Your Content and for having the rights, notices and permissions needed to send it to Clocked, including any personal data in it.

**4.5** **Sensitive data.** Clocked is designed to find and handle sensitive data, such as payment card numbers, government identifiers and health information, and you may send it at your own risk. We do not sign HIPAA business associate agreements and do not make PCI DSS commitments. If you are subject to HIPAA, do not send protected health information to Clocked.

**4.6** **Feedback.** If you send us suggestions about Clocked, we may use them without any obligation to you. This does not cover Your Content.

## 5. Acceptable use

You must not use Clocked to:

- break the law, infringe anyone's rights, or process personal data without a lawful basis;
- make medical or legal decisions, or automated decisions about hiring, credit, housing, insurance or access to essential services, without meaningful human review;
- process biometric data to identify people, or to profile or surveil individuals;
- create malware, spam, fraud, or content that sexually exploits children or promotes violence;
- probe, scan, overload or get around the security, rate limits or credit metering of Clocked, or access it other than through our published API and console;
- copy, reverse engineer or resell Clocked, or use it or its outputs to build a competing service; or
- share or publish API keys, or let anyone outside your organisation use your account.

## 6. AI outputs

**6.1** **Check the results.** Clocked uses AI. Its outputs can be incomplete or wrong, including when it detects or redacts sensitive data. Review outputs before relying on them, especially for decisions that affect people.

**6.2** **How Clocked runs.** Clocked’s model runs in cloud environments we control, provided by the sub-processors on our Clocked Sub-processor List. We do not send Your Content to any third-party AI model provider.

## 7. Privacy and data protection

**7.1** **Privacy.** Our Clocked Privacy Notice explains how we handle personal data about you and your account.

**7.2** **Processing for business users.** Where you are a business and Your Content contains personal data, you act as controller (or as processor for your own customer) and we process that data as your processor. The subject matter is processing Your Content to provide Clocked; the duration is set out in section 4.3; the nature and purpose are the decision, extraction and detection functions you call; and the types of personal data and data subjects are those you include in Your Content. We: (a) process it only on your documented instructions, which are these Terms and your use of Clocked, and tell you if we believe an instruction breaks data protection law; (b) ensure our personnel are bound by confidentiality; (c) keep it secure as described in section 8; (d) use only the sub-processors on our Clocked Sub-processor List, under written terms imposing data protection obligations at least as protective as those in this section. We will give you written notice at least 30 days before adding or replacing a sub-processor and give you an opportunity to object before the proposed engagement. If you object on reasonable data protection grounds and we cannot address your objection, you may stop using Clocked and we will refund any prepaid fees for the unused period; (e) help you respond to data subject requests and meet your security, breach-notification and impact-assessment obligations, taking into account the nature of the processing; (f) notify you of a personal data breach affecting Your Content without undue delay and within 48 hours of becoming aware of it; (g) at the end of the processing services, at your choice, return or delete the personal data in Your Content that we still hold, and delete existing copies unless applicable data protection law requires their retention; and (h) make available the information reasonably necessary to show compliance with this section and allow for audits, which we may meet first by providing that information.

**7.3** **International transfers.** Clocked processes Your Content in the United States, and our support staff in India may access it to resolve a support case or a fault. For personal data from the European Economic Area, Switzerland or the United Kingdom, the European Commission's Standard Contractual Clauses (Module 2, controller to processor, and Module 3 where you are a processor) and the UK International Data Transfer Addendum apply and are incorporated into these Terms, with the options set out in our Data Processing Addendum at rezolve.ai/legal/dpa and with the changes needed for Swiss law. For those clauses, you are the data exporter and we are the data importer; section 7.2 completes Annex I, section 8 is Annex II, and the Clocked Sub-processor List is Annex III. If these Terms conflict with the applicable international transfer clauses incorporated under this section, those clauses prevail to the extent of the conflict.

## 8. Security

We protect Clocked with encryption in transit and at rest, access limited to authorised personnel with access logging, monitoring and secure development practices. Report vulnerabilities under our Vulnerability Disclosure Policy at rezolve.ai/security/disclosure or to security@rezolve.ai. Clocked is not currently covered by our SOC 2 or ISO 27001 certifications.

## 9. Suspension and ending these Terms

**9.1** **Your choice.** You may stop using Clocked at any time and delete your account in your account settings.

**9.2** **Suspension.** We may suspend your account or keys, with notice where practicable, if you breach these Terms, if your use threatens the security or stability of Clocked, if a payment fails or is disputed, or if the law requires it.

**9.3** **Termination.** We may end these Terms for a serious or repeated breach, or on 30 days' notice if we stop offering Clocked, in which case we refund any prepaid fees for the unused period.

**9.4** **Deletion.** Subject to section 7.2(g), when you delete your account, or these Terms end, we delete your account, API keys, usage records and any stored Your Content within 48 hours. We keep only billing records held by Stripe and, for challenge winners, payout records held by Wise, for as long as

tax law requires. We hold Your Content for no more than 48 hours. If you are a business and want a copy of any personal data we still hold, email privacy@rezolve.ai before deleting your account.

## 10. Disclaimers and liability

**10.1** **As is.** Except as these Terms expressly say, Clocked is provided "as is" and "as available", without warranties of any kind, including fitness for a particular purpose, accuracy of outputs, or uninterrupted service. We do not offer a service level for self-serve plans.

**10.2** **Limits.** Neither party is liable for indirect, incidental, special or consequential damages, or for loss of profits, revenue, data or goodwill. Each party's total liability under these Terms is limited to the greater of the fees you paid for Clocked in the 12 months before the claim and US$100.

**10.3** **Exceptions.** These limits do not apply to your payment obligations, your breach of section 5, your obligations under section 10.4, or liability that cannot be limited by law.

**10.4** **Your indemnity.** You will defend and indemnify us against third-party claims arising from Your Content or your breach of section 5.

## 11. General

**11.1** **Changes.** We may update these Terms. We will give at least 30 days' notice by email of changes that materially affect you; continuing to use Clocked after that means you accept them. Other changes apply when published. If you do not accept a change, you may cancel before it takes effect.

**11.2** **Governing law.** These Terms are governed by the laws of the State of California, and the state and federal courts in Alameda County, California have exclusive jurisdiction. If you are an individual in the European Economic Area or the United Kingdom, you keep any mandatory protections of the law where you live and may also bring proceedings there.

**11.3** **Other terms.** You may not transfer these Terms without our consent. If any part is unenforceable, the rest continues. These Terms, the Clocked Privacy Notice and the Clocked Sub-processor List are the whole agreement for self-serve use of Clocked. The Clocked Build Challenge is governed by its own rules.

**11.4** **Contact.** Support: clocked@clocked.rezolve.ai. Privacy: privacy@rezolve.ai. Security: security@rezolve.ai. Legal notices: legal@rezolve.ai.