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# AWS DeepLens Device Terms of Use

**Last updated: June 14, 2018**

This is an agreement between you and Amazon Digital Services LLC (with its affiliates, "**Amazon**" or "we"). Please read these AWS DeepLens Device Terms of Use and the Amazon.com Privacy Notice ([www.amazon.com/privacy](http://www.amazon.com/privacy)) (collectively, this "**Agreement**") before using the AWS DeepLens Device. By using the AWS DeepLens Device, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use the AWS DeepLens Device, and you may return it in accordance with the applicable return policy.

For the purpose of these AWS DeepLens Device Terms of Use:

**"AWS"** means Amazon Web Services, Inc.

**"AWS Account"** means a unique AWS account provided solely to you for purposes of using the AWS Service Offerings.

**"AWS Agreement"** means the AWS Customer Agreement (available at <https://aws.amazon.com/agreement/>) or other agreement with AWS governing your use of the AWS Service Offerings.

**"AWS DeepLens Device"** means the AWS DeepLens deep learning-enabled video camera and any Amazon hardware accessories for the AWS DeepLens deep learning-enabled video camera.

**"AWS Service Offerings"** means the Service Offerings (as defined in the AWS Agreement).

**"AWS Site"** means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

**"End User"** means an individual video subject of your AWS DeepLens Device or an end user of Your Products.

**"Other Services"** means the Software, support and other services (other than AWS Service Offerings) that we provide AWS DeepLens Device users.

“Personal Information” means any personal information you provide to us or collect from End Users, including without limitation images, video recordings, audio recordings, names, e-mail addresses, and other personally identifiable information of such End Users.

“Services” means the AWS Service Offerings and Other Services.

“Software” means all software we make available to you for use on the AWS DeepLens Device.

“Suggestions” means all suggested improvements to the AWS DeepLens Device or Services.

“Your Products” means your applications, products, or services that incorporate or connect to the AWS DeepLens Device.

## **1. Use of the AWS DeepLens Device and Software.**

**a. Permitted Uses and Limited Licence.** Subject to your compliance with this Agreement, and your payment of any applicable fees: (i) you may use the AWS DeepLens Device for personal, educational, evaluation, development, and testing purposes, and not to process your production workloads; (ii) solely for the purposes authorised under clause (i) of this section, you may incorporate the AWS DeepLens Device into Your Products; and (iii) Amazon grants you a limited, revocable, non-exclusive, non-transferable, non-sub licensable licence to use the Software solely on the AWS DeepLens Device for the purposes of enabling you to use the AWS DeepLens Device and access the AWS Service Offerings in the manner permitted by this Agreement and the AWS Agreement, respectively. All rights not expressly granted to you in this Agreement are reserved and retained by Amazon or its licensors.

**b. Restrictions and Additional Software Terms.** Except as expressly permitted in Section 1.a., you may not: (i) incorporate any portion of the Software into other programmes or compile any portion of it in combination with other programmes, or otherwise copy, modify, create derivative works of, distribute, assign any rights to, or licence the Software in whole or in part, or (ii) duplicate, sell, resell, or otherwise exploit the AWS DeepLens Device, in whole or in part, for any commercial purpose. You may not reverse engineer, decompile, disassemble, remove, disable, tamper with, or bypass any components, features, mechanisms or protocols of the AWS DeepLens Device or the Software (except to the extent applicable law doesn't allow this restriction). You may not use the AWS DeepLens Device or the Software: (i) to perform or promote activities that are illegal; (ii) to violate or infringe the intellectual property, proprietary, or other rights of others; or (iii) in ways that may be harmful to others or to Amazon's operations or reputation. From time

to time, we may apply upgrades, patches, bug fixes or other maintenance to the Software ("Maintenance"). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about. If you are a U.S. Government customer, we are licencing the Software to you as a "commercial item" as that term is defined in the Federal Acquisition Regulation (FAR) (see 48 C.F.R. § 2.101), and the rights we grant you to the Software are the same as the rights we grant to all others under this Agreement. For the avoidance of doubt, this Agreement is a "commercial licence" under the FAR. In the event of any conflict between this Agreement and any other Amazon or third-party terms applicable to any portion of the Software, such as open-source licence terms, such other terms will control as to that portion of the Software and to the extent of the conflict.

2. **Services.** Use of the AWS DeepLens Device requires access to AWS Service Offerings. You will be required to register for and use an AWS Account, and your use of the AWS Service Offerings in connection with the AWS DeepLens Device will be governed by the AWS Agreement. Your use of any Other Services in connection with the AWS DeepLens Device is subject to any additional rules, policies, and terms that apply to those Other Services.

### 3. General

a. **Your Use of Personal Information.** You will: (i) provide clearly labelled, easily accessible and legally adequate privacy notices to End Users; (ii) obtain any necessary consent from End Users for the collection, use, transfer, and storage of any Personal Information; (iii) use and authorise others to access and use Personal Information only for the purposes permitted by the applicable End User; and (iv) ensure Personal Information is collected, used, transferred, and stored in accordance with applicable privacy notices and applicable laws.

b. **Information Received.** The Software may provide Amazon with information about use of your AWS DeepLens Device and its interaction with the Services (such as available memory, up-time, log files, network diagnostics, location, connectivity and signal strength). This information, which will be handled in accordance with the Amazon.com Privacy Notice ([www.amazon.com/privacy](http://www.amazon.com/privacy)), may be processed in the cloud to improve your experience and our products and services, and may be stored on servers outside the country in which you live.

c. **Suggestions.** If you provide any Suggestions, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

d. **Changes to Services; Amendments.** We may change, suspend, or discontinue the Services, or any part of any of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the AWS Site. Your continued use of the AWS DeepLens Device after the effective date of the revised Agreement constitutes your acceptance of the terms.

e. **Termination.** Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. Amazon's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

f. **Disputes/Binding Arbitration.** Any dispute or claim relating in any way to your use of the AWS DeepLens Device, or to any products or services sold or distributed by Amazon will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act, applicable federal arbitration law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Amazon. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totalling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. **We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we and you waive any right to a jury trial.** We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

g. **Indemnification.** You will defend, indemnify, and hold harmless Amazon, our licensors, and our and their respective employees, officers, directors, contractors, and assigns against all claims, damages, losses, liabilities, and expenses arising out of or relating to any claim concerning: (i) your use of the AWS DeepLens Device or Other Services, (ii) your breach of any provision of this Agreement, or (iii) Your Products (individually, a "Claim" and collectively, the "Claims"). You will

not consent to the entry of any judgement or settle any Claims without our prior written consent. You will use counsel reasonably satisfactory to us to defend any Claims. If we reasonably determine that a Claim might adversely affect us, we may take control of the defence at our expense (and without limiting your indemnification obligations).

**h. Disclaimer of Warranties and Limitation of Liability.** TO THE FULL EXTENT PERMISSIBLE BY LAW AND UNLESS OTHERWISE SPECIFIED IN WRITING: (A) THE AWS DEEPLENS DEVICE AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE AWS DEEPLENS DEVICE OR OTHER SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE AWS DEEPLENS DEVICE OR THE OTHER SERVICES ARE ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) THE AWS DEEPLENS DEVICE AND OTHER SERVICES ARE NOT INTENDED FOR USE IN, OR IN ASSOCIATION WITH, THE OPERATION OF ANY HAZARDOUS ENVIRONMENTS OR CRITICAL SYSTEMS OR WHERE THE FAILURE OF THE AWS DEEPLENS DEVICE OR OTHER SERVICES COULD LEAD TO SERIOUS BODY INJURY OR DEATH OR CAUSE ENVIRONMENTAL OR PROPERTY DAMAGE, AND YOU ARE SOLELY RESPONSIBLE FOR LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY SUCH USE; (D) YOUR USE OF THE AWS DEEPLENS DEVICES AND THE OTHER SERVICES IS AT YOUR SOLE RISK; (E) WE AND OUR LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE AWS DEEPLENS DEVICE OR THE OTHER SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; AND (F) IN NO EVENT WILL OUR OR OUR LICENSORS' AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE AWS DEEPLENS DEVICE OR OTHER SERVICES EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT YOU ACTUALLY PAID FOR YOUR AWS DEEPLENS DEVICE.

**i. Contact Information.** For help with your AWS DeepLens Device, Services, or resolving other issues, please contact Amazon Customer Support at 1-877-375-9365.