

Terms of Use

Last Updated: 2025-07-04

Please read these Terms of Use (this “**Agreement**”) carefully as it governs the terms and conditions under which Users (“**you**” or “**your**”) may access, view and use the SnapAuditAI website, <https://snapauditai.ca/>, and the SnapAuditAI web-based AI platform (collectively, the “**Services**”).

The Services are owned and operated by **SnapAuditAI Inc.** (“**SnapAuditAI**”, “**us**”, “**we**”, or “**our**”). We operate the Services and provide them for use subject to compliance with this Agreement.

This Agreement includes our Privacy Policy, which is incorporated herein. Please note that your use of the Services constitutes your agreement to follow and be bound by the terms of this Agreement and the Privacy Policy. If you object to anything in this Agreement or the Privacy Policy, do not use the Services.

1. Definitions

“**Account(s)**” means User accounts that permit access to SnapAuditAI’s web-based AI platform and/or application program interface (API).

“**Active Account(s)**” means Accounts with login activity in the preceding twelve months.

“**Snap Level Hazard Assessment(s)**” means digital safety reports generated through SnapAuditAI’s web-based AI platform and using AI-assisted visual inspections to document site-specific hazards and provide recommendations regarding same.

“**SnapAuditAI Content**” means any data, information, content, blogs, records, files, text, images, video, audio, other multimedia, software or other materials that SnapAuditAI makes available to Users through the Services including, but not limited to, SnapAuditAI’s web-based AI platform and Snap Level Hazard Assessments.

“**Third Party Content**” means any data, information, content, records, files, text, images, video, audio, or other multimedia, software or other information or material that is proprietary to a third party including, but not limited to, proprietary codes and standards, industry association guidelines, publicly available safety regulations, manufacturer specifications (including, but not limited to, specifications for tools or fall protection systems), and public advisories or safety bulletins issued by regulators or other third parties.

“User(s)” means all individuals or entities that use, view, or access the Services and includes Safety Consultants, Employers, Supervisors, and Construction Workers.

“User Content” means any data, information, content, records, files, text, images, video, audio or other multimedia, software or other information or material that Users load or transmit through the Services including, but not limited to, jobsite photographs, annotated images, inspection forms, and/or audio recordings.

2. Changes to this Agreement

This Agreement, including the Privacy Policy, are subject to change and may be updated by SnapAuditAI, at its sole discretion, from time to time. We will notify you of any changes to this Agreement by posting the new agreement on the Services, through your Account, and/or by any other method of notice we see fit, including by email.

Accordingly, please review this Agreement periodically for any changes. Changes to this Agreement will be effective immediately upon posting the amended agreement to the Services and/or your Account, unless otherwise indicated by us. If you do not accept the amendments, you are required to stop using the Services and your Account. Any use of the Services and/or Account after posting the amended agreement on the Services will constitute acceptance of said agreement.

3. Rules for User Conduct

As a condition of your use of the Services, you agree that:

- By using, viewing, or accessing the Services, you represent and warrant that you are 18 years of age or older;
- Accounts may only be created, accessed, and used by a single, individual User. You are responsible for providing accurate, current and complete information in connection with your Account. You must not share Account credentials with others, and you may not assign or otherwise transfer your Account to any other person or entity. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account;
- You shall be solely responsible for all activity associated with your Account credentials;
- You shall take all reasonable steps to ensure that any personal information accessed, collected, managed and/or retained by you in association with the Services is protected against misuse, including but not limited to, unauthorized disclosure;

- You will in no way record, broadcast, reproduce, transmit, make available, or otherwise create copies of SnapAuditAI Content or any of our Services;
- You shall only use, view and access Snap Level Hazard Assessments to which you have been granted access in connection with your Account;
- You will not use the Services for any purpose that is unlawful under any applicable laws or is otherwise prohibited by this Agreement;
- You will not distribute viruses, harmful code, phishing scams, or any other harmful content or technologies, or otherwise take any actions that do or are intended to harm SnapAuditAI, the Services, Users, Accounts, third parties, or their interests' or property;
- You will not solicit, harvest, access, or otherwise collect information regarding the Services, Users, Accounts, third parties, or their interests, property, or data not intended for you;
- You will not interfere or attempt to interfere with the proper functioning of the Services, such as by making any automated or improper use of the Services, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on servers or network infrastructure;
- You will not bypass any measures we take to restrict access to the Services, Accounts and SnapAuditAI Content, or use any software, technology, or device to scrape, spider, or crawl the Services, Accounts, and SnapAuditAI Content, or harvest or manipulate data related to same;
- You will not remove, distort, mask or modify, or attempt to remove, distort, mask, or modify, any copyright, trademark or other proprietary marking embedded within or associated with the Services;
- You will not modify, reverse engineer, or recreate the Services, nor will you use the Services in any way which may be reasonably be described as competitive with respect to us and our business;
- You will not probe, scan or test the vulnerability of our Services, or breach or attempt to breach security or authentication measures related to the Services and/or Accounts;
- You acknowledge that our Services and SnapAuditAI Content does not guarantee compliance with any occupational health and safety regulation;

- You acknowledge that our Services and SnapAuditAI Content are for informational purposes only;
- You acknowledge that our Services shall not serve as a substitute and/or replace a qualified safety officer;
- You will verify our Services and any SnapAuditAI Content with a qualified safety officer before acting and/or relying on any recommendations provided to you by SnapAuditAI.
- You will cross-reference SnapAuditAI Content including, but not limited to, any recommendations provided to you by SnapAuditAI with your current local regulations and/or legislations.
- You will not rely on our Services to make any disciplinary decisions, make a stop work order, or interpret legal safety regulations without first having a qualified safety officer review and validate any recommendations provided to you by SnapAuditAI.

4. Termination of Accounts and Access to the Services

SnapAuditAI shall be entitled to terminate your ability to use, access and view the Services, your Account and SnapAuditAI Content. To the extent that Users' conduct, as judged by us in our sole discretion, does not comply with this Agreement, we may immediately terminate your access to all or part of the Services, disable your Account, and/or seek other remedies.

SnapAuditAI may, in its sole discretion, modify, change, suspend or terminate, temporarily or permanently, the Services and/or Accounts or any part of the aforementioned at any time, for any reason, without any notice or liability to you or any other person.

5. SnapAuditAI's Intellectual Property

The Services and all intellectual property rights in and to the Services including, without limitation, intellectual property rights in SnapAuditAI Content, are owned by us and/or our licensors. We and our licensors, as applicable, reserve all our intellectual property rights, which include without limitation all copyright, trademark, domain names, design rights, database rights, patent, trade secrets and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world.

Subject to your compliance with this Agreement, SnapAuditAI grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence, to access, view and use the Services. Nothing in this Agreement grants you any rights in the Services or SnapAuditAI Content, other than as necessary to enable you to access, view and use the Services, and view Snap Level Hazard Assessments in compliance with this Agreement. For greater clarity, you may download and/or print Snap Level Hazard Assessments made available to you via your Account. You agree not to adjust, circumvent or delete any intellectual property notices contained within the Services and SnapAuditAI Content. You are expressly forbidden from using the Services and the SnapAuditAI Content in any way that is not expressly and explicitly permitted under the terms of this Agreement. The limited, revocable, non-exclusive, non-transferable, non-sublicensable licence provided remains in effect until it is terminated by you or by SnapAuditAI. YOUR LICENSE IS AUTOMATICALLY REVOKED UPON BREACH OF THE AGREEMENT.

SnapAuditAI's trademarks and the related words and logos are our trademarks or trade names. Nothing in this Agreement or within the Services should be construed as granting any license or right for you to use any such marks or names in any way. We expressly reserve all our trademark rights.

The Services and SnapAuditAI Content, including, but not limited to, any data, text, images, photographs, graphics, audio, and the arrangement of the foregoing, including the look and feel of the Services and SnapAuditAI Content, are protected by copyright. SnapAuditAI either owns the copyright in and to the Services, SnapAuditAI Content and the computer programs and software for the Services, or has acquired the appropriate licenses, assignments or permissions to use them. SnapAuditAI hereby expressly reserves all copyright in and to the Services, SnapAuditAI Content, and the computer programs and software for the Services.

You shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, download or otherwise exploit the Services and SnapAuditAI Content, except as expressly permitted in the Agreement. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted in this Agreement.

6. User Content

Users retain any and all rights in and to their User Content submitted to us, however that User Content is submitted. By submitting to us your User Content, however, you grant us the right and license to host, store, transmit, reproduce, broadcast, display, distribute and analyze your User Content for the purpose of providing, improving, and promoting our Services including, but not limited to, AI training purposes, educational and promotional purposes, and analyzing trends across industry and/or markets.

We do not screen, edit or review User Content before it is submitted via our Services and/or your Account. We act as a passive conduit and do not undertake any obligation or liability relating to any User Content submitted to us, whether through the Services, your Account, or otherwise.

In submitting User Content, you represent and warrant that: (i) the User Content is yours, that you own it, or you have the right to use it and grant us the rights and license to host, store, transmit, reproduce, broadcast, display, distribute and analyze the same, and (ii) your submission of User Content to us, whether through the Services, your Account, or otherwise, does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

You are solely responsible for your User Content, including its legality, reliability, and appropriateness. You may not post or transmit User Content that is: (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of the copyright, trademark or, other intellectual property rights of another; or (d) offensive or otherwise unacceptable.

The SnapAuditAI website and web-based AI platform are not secure means of communication and any information you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as “Unwanted Submissions”). While we value your feedback, you agree not to submit any Unwanted Submissions. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.

We reserve all rights to block, remove, and/or filter communications or materials that we determine to be: (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of the copyright, trademark or, other intellectual property rights of another; or (d) offensive or otherwise unacceptable to us in our sole discretion. If we receive notice that you have shared objectionable User Content in connection with our Services, we reserve the right to remove or filter such User Content and/or take further action in accordance with Section 4 of this Agreement.

7. Third Party Content

The Services may contain references and/or hyperlinks to Third Party Content. Any such references and/or hyperlinks are provided for your convenience only. We have no control over Third Party Content and accept no responsibility for any content, material, or information contained in them. The display of any reference and hyperlink to any Third Party Content does not constitute an endorsement of such Third Party Content, including, but not limited to, any Third

Party products and/or services. Your use of the Third Party Content may be governed by the terms and conditions of same.

8. Privacy

SnapAuditAI will only use the information you provide in accordance with our Privacy Policy. For more information, see our full Privacy Policy, the terms of which are incorporated herein.

9. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services and/or your Account. Your mobile network's data rates may apply if you access or use the Services and/or Account from a wireless-enabled device. We do not guarantee that the Services and/or Account, or any portion thereof, will function on all hardware or devices. In addition, the Services and/or Account may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications for which we are not responsible.

10. User Relationships

Nothing in this Agreement shall in any way be construed as forming a joint venture, partnership, agency, or employment relationship between SnapAuditAI and you.

11. Disclaimers of Representations, Conditions and Warranties

THE SERVICES AND SNAPAUDITAI CONTENT ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL OTHER TERMS, CONDITIONS, WARRANTIES, LIABILITIES, OR OTHER STIPULATIONS CONCERNING THE SERVICES AND SNAPAUDITAI CONTENT, WHETHER EXPRESS OR IMPLIED BY COMMON LAW OR UNDER STATUTE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, SNAPAUDITAI EXPLICITLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF: (I) QUALITY, MERCHANTABILITY, OR FITNESS OF THE SERVICES AND SNAPAUDITAI CONTENT FOR A PARTICULAR PURPOSE; (II) NON-INFRINGEMENT OF THE SERVICES AND SNAPAUDITAI CONTENT; OR (III) CORRECTNESS, ADEQUACY, ACCURACY, RELIABILITY, COMPLETENESS OR CURRENCY OF THE SERVICES AND SNAPAUDITAI CONTENT. SNAPAUDITAI MAKES NO REPRESENTATION,

WARRANTY OR GUARANTEE THAT THE SERVICES AND SNAPAUDITAI CONTENT WILL BE AVAILABLE ON A TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, THAT ANY DEFECTS OR ERRORS WITH THE SERVICES AND SNAPAUDITAI CONTENT WILL BE CORRECTED, OR THAT THE SERVER(S) THAT MAKE THE SERVICES AND SNAPAUDITAI CONTENT AVAILABLE ARE FREE FROM VIRUSES, MALWARE OR OTHER SIMILAR HARMFUL SOFTWARE CODE.

12. Limitation of Liability

IN NO EVENT WILL SNAPAUDITAI AND/OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNEES, AGENTS, REPRESENTATIVES, LICENSORS, INDEPENDENT CONTRACTORS, OR CORPORATE PARTNERS BE LIABLE FOR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, MONETARY LOSSES, LOST REVENUE OR PROFITS, DEATH, BODILY INJURY, EMOTIONAL DISTRESS, REPUTATION, AND/OR ANY OTHER DAMAGES, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE USE OF, ACCESS TO OR RELIANCE ON THE SERVICES AND SNAPAUDITAI CONTENT.

13. Indemnification

You agree to indemnify, defend, release and hold harmless SnapAuditAI, its officers, directors, employees, agents, affiliates, licensors and suppliers from and against all losses, liabilities, expenses, damages and costs, including reasonable legal fees, arising out of or in any way connected with: (a) any violation of this Agreement; (b) User Content submitted by you to us, whether through the Services, your Account, or otherwise, that violates any intellectual property, proprietary, contract, or other right of any third party; or (c) access to or use of the Services and/or SnapAuditAI Content by you or any other person accessing the Services and/or SnapAuditAI Content using your Account. You further agree that you will fully cooperate in the defense of such claims.

14. Survival

The following sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, including but not limited to intellectual property and license provisions (Section 5), warranties (Section 10), disclaimers (Section 10), indemnity (Section 13), and limitations of liability (Section 12), will survive expiration or termination of this Agreement for any reason.

15. Entire Agreement

This Agreement as well as SnapAuditAI's Privacy Policy shall constitute the entire agreement of the parties in relation to the use of the Services and SnapAuditAI Content, and this Agreement shall supersede and replace any and all prior oral or written understandings or agreements between SnapAuditAI and you.

16. Severability

If any term or condition of this Agreement should be determined to be illegal, invalid or otherwise unenforceable, then to the extent such term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from this Agreement and the remaining Agreement shall survive, remain in full force and effect and continue to be binding and enforceable.

17. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without SnapAuditAI's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. SnapAuditAI may assign or transfer this Agreement, at its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.

18. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

19. Force Majeure

SnapAuditAI shall not be liable for any breach of this Agreement by it to the extent that such breach arises from any act of God, war, national emergency, act of terrorism, riot, civil commotion, fire, explosion, flood, storm, epidemic, power outage, fuel shortage or any other similar cause beyond the reasonable control of SnapAuditAI.

20. Governing Law

This Agreement is governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. By agreeing to this Agreement, you hereby irrevocably consent to the exclusive jurisdiction of the Courts of the Province of British Columbia. If any provision of the Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

21. Contact Information

If you have questions or concerns about this Agreement or our Privacy Policy, you may contact us at support@snapauditai.ca or visit our webpage at www.snapauditai.ca