

# TERMS AND CONDITIONS & PRIVACY POLICY

## RaSpect Defect Capture App 2.0

**Last Updated:** January 2026

**Version:** 2.0

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## PART 1: TERMS AND CONDITIONS

### 1. AGREEMENT TO TERMS

These Terms and Conditions ("Agreement") constitute a legally binding agreement between RaSpect Technologies ("Company," "we," "us," or "our") and you ("User," "you," or "your") regarding your use of the RaSpect Defect Capture 2.0 mobile application ("App").

By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these terms, you must not use the App.

### 2. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

#### 2.1 Limited License

We grant you a non-exclusive, non-transferable, revocable license to use the App solely for your personal or business inspection purposes, subject to compliance with these Terms and Conditions.

#### 2.2 Intellectual Property Protection

All content, features, and functionality of the App—including but not limited to the software code, design, layout, graphics, images, and user interface—are the exclusive property of RaSpect Technologies or its content suppliers and are protected by international copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, transmit, modify, or create derivative works of the App or any of its content without our prior written consent.

## **3. USER RESPONSIBILITIES AND CONDUCT**

### **3.1 Lawful Use**

You agree to use the App only for lawful purposes and in compliance with all applicable federal, state, local, and international laws and regulations, including:

- All airspace regulations and drone operation laws in your jurisdiction (including FAA Part 107 requirements in the United States)
- Privacy laws and data protection regulations (including GDPR, CCPA, and local equivalents)
- All applicable building codes, inspection standards, and professional licensing requirements

### **3.2 Prohibited Conduct**

You shall not:

- Operate drones in violation of local, national, or international airspace regulations
- Conduct inspections without proper authorization from property owners or stakeholders
- Collect, process, or store personal data from inspection images without obtaining necessary consents
- Violate any person's privacy or intellectual property rights
- Attempt to hack, reverse engineer, or gain unauthorized access to the App or its infrastructure
- Upload, transmit, or store content that is illegal, defamatory, obscene, or infringes upon third-party rights
- Interfere with or disrupt the functionality of the App or its servers
- Rent, lease, sell, or share your license to use the App with others
- Use the App for commercial purposes without proper authorization (where applicable)

### **3.3 Professional Responsibility**

If you are a licensed professional (engineer, inspector, surveyor), you remain responsible for:

- Maintaining compliance with your professional code of conduct and licensing requirements
- Ensuring that your use of the App meets industry standards and best practices

- Obtaining all necessary certifications, permits, and approvals for drone operations
- Verifying the accuracy and completeness of inspection reports generated by the App

## 4. DATA AND INSPECTION RECORDS

### 4.1 User-Generated Content

You retain ownership of any inspection data, images, reports, and other content you create and upload to the App ("User Content").

### 4.2 Data Processing and Storage

By uploading inspection data to the App, you grant RaSpect Technologies a non-exclusive license to:

- Process, analyze, and store your data for the purposes of providing App services
- Use anonymized or aggregated data for research, development, and improvement of the App and AI models
- Back up and secure your data on our servers and cloud infrastructure
- Ensure compliance with applicable data protection laws

### 4.3 Data Retention

You are responsible for managing your own data backups and retention. RaSpect Technologies will store your User Content in accordance with our Privacy Policy. You may request deletion of your account and associated data at any time, subject to applicable legal requirements for data retention.

## 5. AI AND AUTOMATED ANALYSIS

### 5.1 AI-Powered Features

The App incorporates artificial intelligence and machine learning algorithms to assist in defect detection, classification, and analysis. These AI features are tools to support human judgment and professional expertise, not substitutes for professional engineering or inspection services.

### 5.2 Limitations and Disclaimers

- AI analysis is based on training data and may not identify all defects or may generate false positives
- You are responsible for independently verifying all AI-identified issues
- The App is not intended to replace professional inspections, structural analysis, or engineering judgment

- Critical defects affecting safety must be validated by qualified professionals before action is taken

### **5.3 AI Model Training**

RaSpect Technologies may use anonymized inspection data to continuously improve our AI models. You agree that we may retain and process anonymized versions of your inspection images and data for this purpose, subject to our Privacy Policy.

## **6. WARRANTY DISCLAIMER**

### **6.1 "As-Is" Basis**

THE APP IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. RASPECT TECHNOLOGIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE APP, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **6.2 Accuracy Disclaimer**

RaSpect Technologies does not guarantee that:

- The App will be error-free, uninterrupted, or secure
- AI analysis will be accurate, complete, or suitable for any specific purpose
- Defects identified by the App are comprehensive or reliable
- The App will meet your specific business or professional requirements

You acknowledge that the App is a tool to support inspections and should not be relied upon as the sole basis for critical decisions affecting safety or structural integrity.

## **7. LIMITATION OF LIABILITY**

### **7.1 Excluded Damages**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RASPECT TECHNOLOGIES SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Any claim arising from errors, omissions, or inaccuracies in AI analysis
- Any claim arising from use of inspection data or decisions made based on App output

- Any injuries, damage to property, or injuries resulting from drone operations

## **7.2 Liability Cap**

RASPECT TECHNOLOGIES' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE APP IN THE PAST TWELVE MONTHS, OR \$100, WHICHEVER IS GREATER.

## **8. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless RaSpect Technologies, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from:

- Your use of the App in violation of these Terms and Conditions
- Your violation of applicable laws or regulations
- Any User Content you upload or transmit
- Your drone operations or inspection activities
- Any third-party claims related to your use of the App

## **9. MODIFICATIONS TO THE APP AND TERMS**

### **9.1 Service Changes**

RaSpect Technologies reserves the right to modify, suspend, or discontinue the App or any features at any time without prior notice. We will notify you of material changes that impact your use.

### **9.2 Terms Updates**

We may update these Terms and Conditions at any time. Your continued use of the App following the posting of updated terms constitutes your acceptance of the changes. We will notify you of significant changes via in-app notification or email.

## **10. TERMINATION**

RaSpect Technologies may terminate or suspend your access to the App immediately, without prior notice or liability, if:

- You violate these Terms and Conditions
- You engage in illegal or harmful conduct

- You repeatedly violate app store policies or platform guidelines

Upon termination, your right to use the App will cease immediately. Termination will not affect the validity of any data already processed or stored.

## 11. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of law principles. Any legal action or proceeding related to this Agreement shall be brought exclusively in the courts located in Hong Kong.

## 12. SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid.

## 13. ENTIRE AGREEMENT

These Terms and Conditions, together with our Privacy Policy, constitute the entire agreement between you and RaSpect Technologies regarding your use of the App and supersede all prior negotiations, understandings, and agreements.

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# PART 2: PRIVACY POLICY

## 1. INTRODUCTION

RaSpect Technologies ("we," "us," "our," or "Company") is committed to protecting your privacy and ensuring transparent data practices. This Privacy Policy explains how we collect, use, process, store, and protect your personal data when you use the RaSpect Defect Capture 2.0 mobile application ("App").

This Privacy Policy applies to all users of the App, regardless of their location. It complies with the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and other applicable data protection laws.

## 2. DATA CONTROLLER AND CONTACT INFORMATION

**Data Controller:** RaSpect Technologies

**Contact Information:**

- Email: [info@raspect.ai](mailto:info@raspect.ai)
- Address: [Room 1109, 133 Wai Yip Street, Ngau Tau Kok, Hong Kong](#)
- Data Protection Officer: [info@raspect.ai](mailto:info@raspect.ai)

For privacy-related inquiries, requests, or complaints, please contact us using the above information.

## 3. WHAT DATA WE COLLECT

### 3.1 Information You Provide Directly

When you use the App, we collect:

- **Account Information:** Name, email address, phone number, company affiliation, professional license information (if applicable)
- **Authentication Data:** Login credentials, device identifiers, authentication tokens
- **Inspection Data:** Project names, location coordinates, dates, inspection reports, notes, and metadata
- **Communication Data:** Messages, support requests, feedback, and inquiries you send to us

### 3.2 Inspection Images and Drone Data

- **Visual Data:** High-resolution images and video footage captured during drone inspections
- **Metadata:** GPS coordinates, altitude, temperature readings, time stamps, device information
- **Processed Data:** Defect detection results, AI analysis output, confidence scores, classification labels
- **Thermal Data:** If applicable, thermal imaging data captured during inspections

### 3.3 Technical and Usage Data

- **Device Information:** Device model, operating system version, unique device identifiers, app version
- **Usage Analytics:** Features accessed, time spent in app, inspection projects created, data upload frequency
- **Crash Reports:** Error logs, diagnostic data to help us identify and fix technical issues
- **Location Data:** GPS coordinates of inspections (precise location of drone operations and inspection sites)
- **Camera and Sensor Access:** We may access device cameras, sensors, and sensors only with your permission

### **3.4 Third-Party Information**

- **Integration Data:** If you connect the App to third-party services (cloud storage, project management tools), we may receive data from these platforms
- **Payment Information:** Payment processors handle billing data; we do not store full credit card details
- **Reference Information:** Information about you from professional directories or public sources (with consent, where required)

## **4. LEGAL BASES FOR DATA PROCESSING**

**Under GDPR and similar laws, we process your personal data based on:**

### **4.1 Contractual Necessity**

Processing necessary to provide App services, maintain user accounts, and fulfill subscription obligations.

### **4.2 Legitimate Interests**

- Improving App functionality, security, and user experience
- Conducting research and analytics to optimize features
- Preventing fraud, abuse, and unauthorized access
- Analyzing usage patterns to develop new features
- Complying with legal obligations

### **4.3 Consent**

For processing beyond what is necessary for service delivery:

- Collection and processing of thermal imaging data
- Use of inspection data to train AI models
- Sending marketing communications (opt-in only)
- Sharing data with third-party service providers

### **4.4 Legal Obligation**

Complying with court orders, regulatory requirements, data protection laws, and government requests.

## 5. HOW WE USE YOUR DATA

### 5.1 Service Delivery

- Providing and maintaining App functionality
- Creating and managing your user account
- Processing and storing your inspection data
- Generating inspection reports and analytics
- Providing customer support and technical assistance
- Authenticating users and ensuring security

### 5.2 AI Development and Improvement

- Training and refining AI models for defect detection
- Analyzing inspection images to improve accuracy
- Using anonymized data to identify patterns and optimize algorithms
- Conducting quality assurance on AI analysis

### 5.3 Research and Analytics

- Analyzing usage patterns and user behavior
- Identifying trends in defect types and inspection outcomes
- Conducting statistical research on inspection data (with anonymization)
- Evaluating product performance and user satisfaction

### 5.4 Communication

- Sending app notifications, updates, and feature announcements
- Responding to support requests and inquiries
- Notifying you of changes to our Terms or Privacy Policy
- Sending security alerts and account-related communications

### 5.5 Marketing and Outreach (with consent)

- Sending newsletters and promotional updates

- Conducting surveys and gathering feedback
- Featuring anonymized case studies or success stories
- Targeted advertising (only with explicit consent)

### **5.6 Legal and Security**

- Complying with legal obligations and court orders
- Enforcing our Terms and Conditions
- Detecting, preventing, and addressing fraud, abuse, and security threats
- Protecting the rights, property, and safety of RaSpect, users, and the public

## **6. DATA SHARING AND THIRD PARTIES**

### **6.1 We Do Not Sell Personal Data**

RaSpect Technologies does not sell, trade, or rent your personal data to third parties. Your inspection images and project data are not sold for marketing or commercial purposes.

### **6.2 When We Share Data**

Your data may be shared with:

#### **Service Providers:**

- Cloud infrastructure providers (data hosting and storage)
- Payment processors and billing services
- Customer support and analytics platforms
- AI model providers and ML infrastructure partners

#### **Business Partners:**

- Clients or stakeholders you explicitly authorize (when you share inspection reports)
- Integrations you enable (when you connect third-party services)

#### **Legal Requirements:**

- Law enforcement and government agencies (with valid legal process)

- Regulatory bodies conducting investigations or compliance reviews
- Courts and legal authorities (when required by law)

#### **Business Transfers:**

- In the event of merger, acquisition, or sale of RaSpect Technologies, your data may be transferred as part of that transaction (with notice to you)

#### **6.3 Data Processors and Sub-processors**

We ensure all third-party processors comply with GDPR and maintain appropriate data protection agreements. A current list of sub-processors is available upon request.

## **7. DATA RETENTION**

### **7.1 Retention Periods**

- **Active Account Data:** Retained while your account is active
- **Inspection Data:** Retained for the period you specify or 7 years (whichever is shorter), as may be required for professional documentation
- **Deleted Account Data:** Deleted within 90 days of account deletion, unless longer retention is required by law
- **Usage Analytics:** Retained for up to 12 months (anonymized after 6 months)
- **Crash Reports:** Retained for up to 6 months
- **Marketing Communications:** Retained until you unsubscribe

### **7.2 Legal Holds**

If we receive a legal hold or court order, we may retain your data beyond normal retention periods to comply with legal requirements.

### **7.3 Your Right to Deletion**

You may request deletion of your account and associated data at any time. However, we may retain data if required by law or for legitimate business purposes (e.g., defending legal claims).

## **8. DATA SECURITY**

### **8.1 Security Measures**

RaSpect Technologies implements industry-standard security measures to protect your data:

- **Encryption in Transit:** All data transmitted to and from the App is encrypted using TLS 1.2 or higher
- **Encryption at Rest:** Sensitive data stored on our servers is encrypted using AES-256 encryption
- **Access Controls:** Role-based access controls limit employee access to personal data
- **Authentication:** Multi-factor authentication available for enhanced account security
- **Regular Audits:** Security audits and penetration testing conducted regularly
- **Incident Response:** Documented procedures for responding to data breaches or security incidents

## **8.2 Your Responsibility**

You are responsible for:

- Maintaining the confidentiality of your login credentials
- Securing your mobile device and preventing unauthorized access
- Reporting any suspected security breaches or unauthorized access
- Complying with security recommendations provided by the App

## **8.3 No Absolute Security**

While we implement robust security measures, no system is completely secure. We cannot guarantee absolute protection against all cyber threats. You acknowledge the inherent risks of electronic data transmission.

# **9. INTERNATIONAL DATA TRANSFERS**

## **9.1 Data Storage Locations**

Your data may be processed and stored in multiple countries, including:

- Hong Kong (primary data center)
- European Union (for GDPR compliance)
- United States (secondary cloud infrastructure)
- Other jurisdictions as necessary for service delivery

## **9.2 GDPR Compliance for Transfers**

For users in the European Union, we ensure international data transfers comply with GDPR requirements:

- **Standard Contractual Clauses (SCCs):** Used for transfers to non-EU countries
- **Data Protection Agreements:** All processors maintain GDPR-compliant agreements
- **Adequacy Decisions:** Where applicable, we rely on EU adequacy decisions

### 9.3 Your Consent

By using the App, you consent to the transfer of your personal data to countries outside your country of residence, including countries that may not have the same level of data protection.

## 10. YOUR PRIVACY RIGHTS

### 10.1 Rights Under GDPR

If you are located in the European Union, you have the following rights:

- **Right of Access:** You can request access to all personal data we hold about you
- **Right to Rectification:** You can request correction of inaccurate or incomplete data
- **Right to Erasure:** You can request deletion of your personal data (subject to legal exceptions)
- **Right to Restrict Processing:** You can request that we limit how we process your data
- **Right to Data Portability:** You can request a copy of your data in a portable format
- **Right to Object:** You can object to processing for marketing or profiling purposes
- **Right to Lodge a Complaint:** You can file a complaint with your local data protection authority (DPA)

### 10.2 Rights Under CCPA and Other Laws

If you are a California resident, you have additional rights:

- Right to know what personal data is collected, used, and shared
- Right to delete personal data (subject to exceptions)
- Right to opt-out of sale or sharing of personal data
- Right to non-discrimination for exercising your privacy rights

### 10.3 Exercising Your Rights

To exercise any of these rights, please contact us at [info@raspect.ai](mailto:info@raspect.ai) with:

- Your full name and account email

- A description of your request
- Your preferred method of response
- Proof of identity (for security purposes)

We will respond to your request within 30 days (GDPR) or 45 days (CCPA) in accordance with applicable law.

## 11. CHILDREN'S PRIVACY

The App is not intended for use by children under the age of 13 (or the applicable age of digital consent in your jurisdiction). We do not knowingly collect personal data from children under 13.

If we become aware that we have collected data from a child under 13, we will take immediate steps to delete such data and terminate the child's account.

Parents or guardians who believe their child's data has been collected should contact us immediately at [info@raspect.ai](mailto:info@raspect.ai).

## 12. COOKIES AND TRACKING TECHNOLOGIES

### 12.1 Cookies and Similar Technologies

The App may use cookies, pixels, and similar tracking technologies to:

- Remember user preferences and login information
- Analyze usage patterns and app performance
- Deliver targeted notifications and features
- Ensure app security and prevent fraud

### 12.2 Your Cookie Options

You can control cookie settings through your device's app settings. Disabling certain cookies may affect app functionality.

### 12.3 Third-Party Analytics

We may use third-party analytics providers (e.g., Firebase, Mixpanel) to analyze app usage. These providers have their own privacy policies and data practices.

## 13. THIRD-PARTY LINKS AND SERVICES

The App may contain links to third-party websites, apps, and services not operated by RaSpect Technologies. This Privacy Policy does not apply to third-party services.

We are not responsible for the privacy practices of third-party services. We recommend reviewing their privacy policies before providing personal data.

## 14. MARKETING COMMUNICATIONS

### 14.1 Opt-In Communications

We only send marketing communications (newsletters, promotions, announcements) if you have explicitly opted in.

### 14.2 Unsubscribe

You can unsubscribe from marketing communications at any time by:

- Clicking the "Unsubscribe" link in any email
- Updating your notification preferences in the App
- Contacting us at [info@raspect.ai](mailto:info@raspect.ai)

### 14.3 Service Communications

We will continue to send you service-related communications (account updates, security alerts, support responses) even if you unsubscribe from marketing, as these are essential for account management.

## 15. COMPLIANCE AND CERTIFICATIONS

RaSpect Technologies is committed to maintaining compliance with:

- General Data Protection Regulation (GDPR) - EU
- California Consumer Privacy Act (CCPA)
- Children's Online Privacy Protection Act (COPPA) - US
- Hong Kong Personal Data (Privacy) Ordinance (PDPO)
- Industry standards for data security and privacy

We undergo regular compliance audits and maintain documentation of our data processing activities.

## 16. AUTOMATED DECISION-MAKING AND PROFILING

### 16.1 AI Analysis and Automated Decisions

The App uses AI algorithms to analyze inspection images and make automated recommendations about defect detection and classification. These are not legally binding automated decisions, but tools to support your judgment.

### 16.2 Your Rights

You have the right to:

- Request human review of AI analysis results
- Opt out of AI-based recommendations
- Provide feedback to help us improve accuracy

## 17. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy periodically to reflect:

- Changes to our data practices
- Updates to applicable laws and regulations
- Technical improvements and security enhancements

We will notify you of material changes via:

- In-app notification
- Email notification
- Updated version date at the top of the policy

Your continued use of the App following notification of changes constitutes your acceptance of the updated Privacy Policy.

## 18. ADDITIONAL INFORMATION FOR SPECIFIC REGIONS

### 18.1 For EU Users (GDPR)

- Our Data Protection Officer is available at [DPO Email]
- You have the right to lodge a complaint with your national data protection authority
- Standard Contractual Clauses are in place for international transfers
- We conduct Data Protection Impact Assessments (DPIAs) for high-risk processing

### **18.2 For California Users (CCPA)**

- You have the right to know, delete, and opt-out as described above
- We do not currently engage in "sale" of personal information as defined by CCPA
- We will honor "Do Not Track" signals and provide opt-out mechanisms

### **18.3 For Hong Kong Users (PDPO)**

- Personal data is protected under the Personal Data (Privacy) Ordinance
- You have rights to access, rectification, and erasure
- Our Data Protection Officer can be contacted for inquiries

## **19. CONTACT US**

### **For Privacy Inquiries:**

Email: [info@raspect.ai](mailto:info@raspect.ai)

Address: [Room 1109, 133 Wai Yip Street, Ngau Tau Kok, Hong Kong](#)

Phone: [\(+852\) 6743 3588](tel:+85267433588)

### **For Data Protection Officer Inquiries:**

Email: [info@raspect.ai](mailto:info@raspect.ai)

### **For Complaints:**

You may lodge a complaint with your local data protection authority:

- **EU/EEA:** Your national Data Protection Authority
- **California:** California Attorney General
- **Hong Kong:** Privacy Commissioner for Personal Data (PCPD)

**Response Time:** We will respond to all inquiries, requests, and complaints within 30 days.

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## APPENDIX A: DEFINITIONS

**Personal Data:** Any information relating to an identified or identifiable natural person.

**Processing:** Any operation performed on data, including collection, recording, organization, storage, adaptation, retrieval, use, disclosure, erasure, or destruction.

**Data Controller:** The entity determining purposes and means of personal data processing (RaSpect Technologies).

**Data Processor:** An entity processing data on behalf of the controller.

**Data Subject:** The individual to whom personal data relates.

**Special Categories of Data:** Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, or sex life data.

**Pseudonymization:** Processing data in such a way that it can no longer be attributed to a specific data subject without additional information.

**Anonymization:** Irreversible processing of data so that an individual can no longer be identified.

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## APPENDIX B: ACKNOWLEDGMENTS

By using the RaSpect Defect Capture 2.0 App, you acknowledge that you have:

- Read and understood the Terms and Conditions
- Read and understood the Privacy Policy
- Agreed to comply with all applicable laws and regulations
- Understood that the App is a tool to support inspections, not a replacement for professional engineering judgment
- Agreed that RaSpect Technologies is not liable for defects, damage, or injuries resulting from reliance on App output
- Consented to our data processing practices as described in the Privacy Policy

**For more information or to request additional clarifications, contact: [info@raspect.ai](mailto:info@raspect.ai)**

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