Clarity API and Platform Agreement

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> **Working draft**
>
> This agreement is being read by a lawyer and may be adjusted before it is relied on.

1. The parties and what this covers

This agreement is between Halcyon Stream SPV Ltd, a company registered in Nigeria with RC number 9095814, which operates and provides Clarity ("we", "Clarity"), and the company or person named when it is accepted ("you", "the Platform").

It covers your use of the Clarity embed, the Clarity API, your console, and your keys, so that your own readers can have Clarity inside your website, app or service. Clarity's public terms and privacy notice (clarity.craydesignz.com) still apply to Clarity itself. If they disagree with this agreement about your use as a Platform, this agreement wins.

2. What you are allowed to do

You may use Clarity, within your plan, to give your own readers readings, answers to their questions and the other functions your plan includes, on the sites and products you have registered with us.

The licence is personal to you, not exclusive, and cannot be passed on or resold without our written agreement. You may not present Clarity as your own technology. You may say that your service is "powered by Clarity".

3. Your keys and your domains

Your public key may sit in a web page and only works on the domains you have registered. Your secret key belongs on your server only and is never put in a page, an app download or a public place.

You are responsible for what happens under your keys. If you think a key has leaked, tell us straight away and we will replace it. We may pause a key that is being used in a way that puts Clarity or other people at risk.

4. Plans, lumens and payment

Your plan sets the lumens, sites and functions you have each month. Lumens measure the work Clarity does (a reading, a question, a comparison) and are not a promise of an exact number of readings, since a longer document uses more.

Fees are those agreed with you in writing, in your console or on our price page. If we change a price we tell you before it takes effect and you may leave before then. Extra use beyond your plan needs your agreement first.

5. Your readers and their documents

You are responsible for having the right to send us the documents your readers send, and for telling your readers that Clarity is used in your service and how, in your own privacy notice.

Documents are read to produce a reading. To do that, the text is sent to the AI services Clarity uses, which are named in Clarity's privacy notice, and Clarity does not keep the document afterwards. Clarity keeps the reading itself, not the document, for a limited time so a repeat is instant. We count how much Clarity is used and, in your console, show you counts and themes only, never a document or a question word for word.

We do not sell your readers' information and do not use your documents to advertise to anyone.

6. What you must not do

You may not use Clarity for anything unlawful, to harm or deceive people, or to process material you have no right to share. You may not try to get around limits, copy Clarity's readings in bulk to build a competing product, probe or attack the service, or use it to make decisions about a person's rights without a human reviewing the outcome.

You may not present a reading as legal, financial, tax, investment or medical advice. Clarity explains and suggests options. Decisions stay with people.

7. Keeping the service healthy

Every key has daily limits and every network has per-minute limits so a runaway script cannot run up your bill or affect other people. Please stay inside them.

We work to keep Clarity available but cannot promise it will never be interrupted. Any agreed response time or availability promise is only valid when written down in your plan or a signed order form.

8. Ownership

Your documents stay yours, and so do the readings made for you, for your own use. Clarity, its design, its characters and names, its methods and its code stay ours. Nothing here transfers either side's ownership to the other.

If you give us feedback we may use it to improve Clarity without paying for it.

9. Confidentiality

Each side keeps the other's non-public information (keys, prices, technical details, business plans) private and uses it only for this relationship, except where the law requires it to be shared.

10. Our responsibility

Clarity is provided with reasonable care and skill. Readings are made by AI and may contain mistakes, so your readers should check what matters against the original document.

To the extent the law allows, we are not responsible for indirect or lost-profit losses, and our total responsibility for any one claim is limited to what you paid us in the three months before it arose. Nothing here limits responsibility that the law does not allow to be limited.

11. Ending this agreement

You may stop at any time. We may pause or end your access if this agreement is broken, if payment is not made, or if keeping it going would put people at risk. Where we can, we will tell you first and give you a chance to put things right.

When it ends, your keys stop working, your console closes, and sections that by their nature continue (ownership, confidentiality, responsibility, law) stay in force.

12. Changes

If we change this agreement we publish the new version here with its date and tell you in your console. Your continued use after a change, or your acceptance of it, means you agree to the new version. A change never takes away something you have already paid for.

13. Law and disputes

This agreement is governed by the laws of the Federal Republic of Nigeria. Please message us first so we can put things right. If we cannot, disputes go to the courts of Lagos State.

14. Contact

Questions about this agreement: message CrayDesignz on WhatsApp from the Clarity developers page, or through your console.