

KEENFACE API AND STUDIO TERMS OF SERVICE

Last updated: 14 October 2026

PLEASE READ CAREFULLY BEFORE YOU ACCESS OR USE KEENFACE API OR KEENFACE STUDIO

By clicking "I agree," or by accessing or using KeenFace API or KeenFace Studio (including the keenface.ai website and any other website, web application, API, or other web-based software product created and managed by KeenTools for these services) (hereinafter collectively: **the Service**), You acknowledge that you have read these Terms of Service ("these Terms"), understand them, and agree to be bound by them. If You do not have the authority to accept these Terms, or You do not agree to them, do not use the Service.

Enterprise and Custom Agreements: For enterprise customers and customers with custom contracts, specific agreements, custom pricing schemes, or volume arrangements, additional terms regarding licensing, usage, support, data handling, and other provisions may be specified in a custom agreement with KeenTools. In case of conflict between these Terms and a custom agreement, the terms of the custom agreement shall prevail to the extent permitted by applicable law.

A list of third-party software components used in the Service, along with their licenses, is available at keentools.io/acknowledgements.

1. Preamble

These Terms govern the relationship between You (a legal entity or private individual accessing or using the Service) (hereinafter: **Customer**) and KeenTools LLC, M. Khorenatsi street, 26A, office 210, 0010, Yerevan, Republic of Armenia (hereinafter: **KeenTools**).

In these Terms:

- **Customer Content** means photographs, images, and other content that Customer uploads, submits, or otherwise provides to the Service, whether through Studio or the API.
- **Output** means the 3D head models, textures, reference images, solved cameras (where Scan Reconstruction is ON), and other results that the Service generates from Customer Content.
- **Depicted Individual** means any identifiable person, other than Customer, who is shown in Customer Content.

2. Eligibility and Accounts

2.1. Minimum Age. Customer must be at least 18 years old, or the age of majority in Customer's country of residence if that age is higher, to create an account or use the Service. By creating an account, Customer represents that they meet this requirement. The Service is not available to minors, including with the consent of a parent or legal guardian. KeenTools may suspend or close any account that it reasonably believes belongs to a person who does not meet this requirement.

2.2. Account. Access to the Service is granted subject to account creation with an email address, and, where applicable, credit-based usage. Customer must provide accurate account information and keep it up to date. Each account is for one individual only and may not be shared with, or used by, any other person.

2.3. Organizations. If Customer accepts these Terms on behalf of a company or other legal entity, Customer confirms that they have authority to bind that entity, and "Customer" refers to that entity. The account itself must still be used by one individual only.

2.4. Credentials and API Keys. API keys can be retrieved through Studio. Customer must keep their password and API keys confidential and is responsible for all activity that occurs under their account or API keys. Customer must notify KeenTools promptly at team@keentools.io of any unauthorized use of their account or API keys.

3. Access to the Service

3.1. Limited Use. Customer may use the Service to: (a) submit content for processing via the API or Studio interface; (b) access and use the resulting output; (c) publish the output of the Service to Customer and third parties.

3.2. Non-Assignable & Non-Transferable. Customer may not assign or transfer their rights and duties under these Terms.

3.3. API Integrations. Where Customer integrates the API into its own product or service and makes it available to its own end users, Customer: (a) is responsible for its end users' use of the Service and for their compliance with Sections 5 and 7; (b) must provide its end users with its own terms and privacy notice that inform them that their content is processed by KeenTools and its service providers; and (c) must obtain any consents required from its end users and from Depicted Individuals. KeenTools has no contractual relationship with Customer's end users.

4. Credits and Payment

4.1. Credits. Credits for KeenFace API and Studio can be purchased as one-time purchases through the web interface and can be used for both. Credits are deducted when the Service

processes Customer Content. No credits are deducted for content that is rejected in content screening (Section 5.4). Credits do not expire. Credits are not transferable to other accounts or persons, have no cash value, and cannot be exchanged for money, except as required by applicable law. If processing fails for technical reasons, the credits deducted for it are returned automatically. Credits are not returned because Customer is dissatisfied with the quality of the Output, except as required by applicable law.

4.2. Payment and Refunds. Credit purchases are non-refundable except as required by applicable law or as specified in enterprise custom agreements.

The order process for credits is conducted by online reseller Paddle.com. Paddle.com is the Merchant of Record for these orders and provides customer service and returns handling for them. Paddle's terms for buyers apply to each purchase in addition to these Terms.

5. Customer Content

5.1. Content Representations. Where Customer uploads, submits, or otherwise provides photographs, images, or other content to the Service, Customer represents and warrants that:

(a) Customer owns or has obtained all necessary rights, licenses, and consents to upload and process such content, including any likeness, publicity, or personality rights of any identifiable individual depicted who is not the Customer;

(b) where such content includes health-related or patient data, or other data subject to HIPAA, Customer has obtained the patient's consent for that data to be uploaded to and processed by KeenTools and its third-party service providers;

(c) such content does not depict a minor except where Customer holds the legal authority to consent on that minor's behalf, and Customer will not use the Service to generate, alter, or publish content that sexualizes, exploits, or otherwise endangers a minor;

(d) such content, and Customer's use of the Service with respect to it, complies with applicable law, including data protection and biometric privacy law in Customer's and any depicted individual's jurisdiction.

5.2. License to KeenTools. Customer retains all rights it has in Customer Content. Customer grants KeenTools a worldwide, non-exclusive, royalty-free license to host, store, copy, process, transmit (including to the third-party service providers described in the Privacy Policy), and display Customer Content, solely to provide the Service to Customer and for the limited purposes described in Section 5.3. This license ends when the Customer Content is deleted in accordance with the Privacy Policy and Section 9.3, except for copies that KeenTools must retain to comply with law.

5.3. Content Processing. KeenTools processes uploaded content solely to provide the requested service (image processing, 3D model generation and delivery) and for the limited

internal purposes described in the Privacy Policy. KeenTools does not use uploaded photographs or generated models to train machine learning models, except where separately and explicitly disclosed and consented to. KeenTools personnel access Customer Content and Output only where necessary to provide support requested by Customer, to investigate and fix technical problems, or to investigate suspected abuse or violations of these Terms.

5.3.1. Scan Reconstruction. At photo upload, Customer can turn the Scan Reconstruction setting on or off. Scan Reconstruction is OFF by default.

When Scan Reconstruction is OFF, processing the content involves transmitting it to third-party AI service providers for content screening and AI pre-processing, as described in the Privacy Policy. This pre-processing generates a standardized reference image set that the model generation requires, enabling 3D head creation from casual or single-photo uploads rather than a specialized studio photo set. In this mode, the Output does not include solved cameras.

When Scan Reconstruction is ON, no such transmission occurs. The model generation is performed using the original photos, and the Output includes solved cameras — the estimated position, orientation, and parameters of the camera for each input photo — which Customer may optionally download.

5.4. Content Screening and Moderation. Where Scan Reconstruction is OFF, each uploaded photo is automatically screened by third-party AI service providers before processing. The screening checks for content that these Terms prohibit (Sections 5.1 and 7) and for content that those providers' usage policies do not allow. Screening decisions are made by automated means. If a photo does not pass screening, it is not processed, no credits are deducted, and Customer is shown a notice that the photo was not accepted, with the general reason. Customer may then remove the photo, or contest the decision by contacting team@keentools.io, in which case a member of KeenTools staff will review it.

Content processed with Scan Reconstruction ON is not automatically screened. In either mode, KeenTools may review Customer Content and Output, and may refuse to process or remove it, when KeenTools receives a report under Section 5.5 or otherwise becomes aware of a possible violation of these Terms or of the law. KeenTools will inform Customer of any such action and the reason for it, unless the law prohibits this. Repeated or serious violations may lead to suspension or termination of Customer's account under Sections 8.2 and 9.1.

5.5. Reporting Content. Anyone may report content they believe is illegal or violates these Terms to team@keentools.io.

5.6. Data Processing on Customer's Behalf. Customer acknowledges that KeenTools acts on Customer's instructions with respect to any personal data of third parties contained in uploaded content, and that Customer — not KeenTools — is responsible for establishing a lawful basis for that processing (e.g., the depicted individual's consent, or another applicable legal basis).

Where data protection law that requires a processing agreement applies (for example, the GDPR), the following terms apply to personal data of Depicted Individuals and of Customer's

end users contained in Customer Content and Output, for which KeenTools acts as Customer's processor:

(a) **Scope.** The subject matter of the processing is the generation of 3D head models from photographs. The data consists of facial images and 3D head models, which may be biometric data. The data subjects are Depicted Individuals and Customer's end users. The processing lasts for as long as Customer's account exists, and until deletion under Section 9.3.

(b) **Instructions.** KeenTools processes such data only to provide the Service in accordance with these Terms. These Terms and Customer's choices within the Service (including the Scan Reconstruction setting) are Customer's documented instructions. KeenTools may process such data otherwise only where the law requires it, and will inform Customer of that requirement unless the law prohibits this.

(c) **Confidentiality and Security.** KeenTools ensures that personnel authorized to process such data are bound by confidentiality, and maintains appropriate technical and organizational security measures, as described in the Privacy Policy.

(d) **Sub-processors.** Customer generally authorizes KeenTools to engage the sub-processors listed at keentools.io/subprocessors. KeenTools will update that list before engaging a new sub-processor, and Customer may object by closing its account under Section 9.2. KeenTools imposes data protection obligations on its sub-processors that are equivalent to those in this Section, and remains responsible for their performance.

(e) **International Transfers.** Where such data is transferred outside the European Economic Area, the United Kingdom, or Switzerland, KeenTools ensures that appropriate safeguards are in place, such as Standard Contractual Clauses.

(f) **Assistance.** Taking into account the nature of the processing, KeenTools assists Customer in responding to requests from data subjects and in meeting Customer's obligations regarding security, breach notification, and data protection impact assessments.

(g) **Personal Data Breaches.** KeenTools notifies Customer without undue delay after becoming aware of a personal data breach affecting such data.

(h) **Deletion.** At the end of the Service, KeenTools deletes such data in accordance with Section 9.3, unless the law requires KeenTools to retain it.

(i) **Audits.** On reasonable request, KeenTools makes available to Customer the information necessary to demonstrate compliance with this Section, and allows for and contributes to audits. Customer may request an audit no more than once a year, unless a personal data breach or a supervisory authority requires otherwise, and must give at least 30 days' prior written notice. Audits are carried out at Customer's cost, and through written questionnaires or documentation where that is sufficient.

Where Customer has a separate data processing agreement with KeenTools, that agreement prevails over this Section.

6. Output

6.1. Ownership of Output. As between Customer and KeenTools, Customer owns the Output, subject to any rights of third parties in the Customer Content from which it was generated (including the rights of Depicted Individuals). To the extent KeenTools has any rights in the Output, KeenTools assigns them to Customer, except for KeenTools Technology as described in Section 6.2.

6.2. KeenTools Technology. KeenTools retains all rights in the Service and in its software, models, algorithms, templates, rigs, and other materials it provides (**KeenTools Technology**), including where KeenTools Technology is incorporated into Output. To the extent the Output contains KeenTools Technology, KeenTools grants Customer a perpetual, worldwide, non-exclusive, royalty-free license to that KeenTools Technology as needed to use, reproduce, modify, distribute, and publish the Output for any purpose. Customer may not extract KeenTools Technology from Output to use separately, for example to build a competing product or template library.

6.3. No Showcasing Without Consent. KeenTools will not use Customer Content or Output in its marketing, showcases, or other publicity without Customer's prior consent.

6.4. Disclosure of AI-Generated Content. Output, and images or videos made with it, may qualify as AI-generated or AI-manipulated content under applicable law, including Article 50 of the EU Artificial Intelligence Act. Where Customer publishes or distributes Output that resembles a real person and could appear authentic, Customer is responsible for complying with all applicable disclosure and labeling requirements, including clearly disclosing that the content was generated or manipulated with AI. The Service may include machine-readable metadata, digital watermarks, or other identifiers in Output to indicate that it was generated or manipulated with AI. Customer must not remove, alter, disable, or otherwise tamper with such identifiers, except where the law permits it.

6.5. Retention. Output is stored as described in the Privacy Policy. Customer is responsible for downloading and keeping its own copies of Output.

7. Acceptable Use

7.1. General Restrictions. Customer may not: reverse-engineer, decompile, or attempt to discover the source code of the Service; use the Service to create competitive services, or help a third party do so; provide access to the Service to a third party in a manner inconsistent with these Terms; use the Service to process, generate, or publish content that infringes any third party's intellectual property, likeness, or publicity rights; that impersonates a real person for

fraudulent or deceptive purposes; or that includes personal or health data uploaded or processed without a lawful basis.

7.2. Prohibited Content. Customer may not use the Service to upload, generate, or publish content that: (a) is illegal; (b) is sexually explicit and depicts a real, identifiable person without that person's consent; (c) harasses, threatens, defames, or intimidates any person, or promotes hatred against people based on protected characteristics; or (d) is intended to deceive others into believing that a real person said or did something they did not.

7.3. Technical Restrictions. Customer may not:

- share account credentials or API keys with others, or sell, resell, sublicense, or transfer access to the Service or credits, except for API integrations under Section 3.3;
- exceed or circumvent rate limits, quotas, credit metering, or other usage restrictions;
- create accounts by automated means or under false pretenses, or create multiple accounts to avoid restrictions, charges, or suspension;
- probe, scan, or test the vulnerability of the Service, bypass its security or authentication measures, or upload malware;
- interfere with or disrupt the Service, including by imposing an unreasonable load on it;
- scrape, harvest, or extract data from the Service other than through the documented API; or
- modify content in order to evade content screening.

7.4. Competing Models and Services. Customer may not use the Service, Output, or Customer Content together with Output, to develop, train, or improve any model, product, or service that reconstructs or generates 3D heads or faces from images, or that otherwise competes with the Service, and may not use the Service to generate data at scale for that purpose.

7.5. Identification, Surveillance, Identity Verification, and Political Deepfakes. Customer may not use the Service, Customer Content, or Output, or allow any third party to use them, to:

(a) recognize or identify a person, or verify or authenticate a person's identity, including by creating, enriching, or searching a facial recognition database, or by comparing Output with images of other persons for that purpose;

(b) categorize persons on the basis of their facial features or other biometric data, including to infer their race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, sexual orientation, health, or emotions;

(c) monitor, track, locate, or surveil any person, or build a profile of a person without that person's knowledge;

(d) circumvent, spoof, or attempt to defeat any identity verification, know-your-customer (KYC), age verification, liveness detection, face authentication (such as Face ID), or other biometric security or access-control system;

(e) create, publish, or distribute content that depicts a real candidate for public office, elected or government official, political party, or political party representative, or any other real person in connection with an election, referendum, political campaign, or political issue, in a way that shows that person saying or doing something they did not say or do, or that is intended or likely to mislead voters, regardless of whether the content is labeled as generated.

8. Changes to and Suspension of the Service

8.1. Changes to the Service. KeenTools reserves the right at any time to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Service.

8.2. Suspension. KeenTools may suspend or restrict Customer's access to the Service, or to any part of it, if: (a) Customer breaches Section 2, 5, or 7, including through repeated content violations; (b) suspension is necessary to protect the Service, its security, other users, or third parties; (c) KeenTools reasonably suspects fraud, or a payment is reversed or charged back; or (d) the law or a competent authority requires it. Where practicable and lawful, KeenTools will notify Customer of the suspension and the reason for it, and will restore access once the reason no longer applies. Customer's credit balance is not affected by a suspension.

9. Term & Termination

9.1. Termination by KeenTools. These Terms remain in effect until terminated. KeenTools may terminate these Terms, including Customer's access, if Customer: became insolvent or entered any liquidation process; breached these terms without curing the breach immediately upon notification; breached any term of Section 3 or 7; or otherwise entered an arrangement causing KeenTools to be unable to enforce its rights under these Terms.

9.2. Termination by Customer. Customer may stop using the Service at any time, and may close its account by emailing team@keentools.io from the email address associated with the account.

9.3. Effects of Termination. When Customer's account is closed or these Terms are terminated: (a) Customer's right to use the Service ends and its API keys are deactivated; (b) KeenTools deletes Customer Content and Output within 30 days, except where the law requires KeenTools to retain it or as otherwise described in the Privacy Policy, so Customer should download any Output it wishes to keep before closing its account; and (c) any unused credits are forfeited and are not refunded, except where applicable law requires otherwise.

9.4. Survival. Sections 5.1, 5.6, 6, 9.3, 9.4, and 11 to 16, and any other provisions that by their nature are intended to survive, survive the termination of these Terms.

10. Support and Feedback

KeenTools provides support by email at team@keentools.io on a reasonable-efforts basis, without any guaranteed response time. KeenTools does not guarantee any level of uptime or availability of the Service, except as separately agreed for enterprise customers.

10.1. Bug Notification. Customer may promptly report bugs, defects, or failures, and shall comply with KeenTools' reasonable requests for reproduction information.

10.2. Feedback. If Customer provides KeenTools with suggestions, feature requests, or other feedback about the Service, KeenTools may use that feedback freely, without payment or any other obligation to Customer.

11. Disclaimers

11.1. No Warranty. To the fullest extent permitted by applicable law, the Service and the Output are provided "as is" and "as available," without warranty of any kind, whether express or implied, including any warranty of merchantability, fitness for a particular purpose, non-infringement, error-free operation, or uninterrupted availability. Nothing in these Terms limits the rights that consumers have under mandatory consumer protection law, including rights concerning the conformity of digital content and services.

11.2. Nature of Output. Output is generated with AI and may be inaccurate or incomplete. Where Scan Reconstruction is ON, the reconstruction is not anatomical: it is a 3D representation of a person based on the data visible in the input photos. Customer is responsible for reviewing Output before relying on it or publishing it.

12. Limitation of Liability

12.1. Excluded Damages. To the fullest extent permitted by applicable law, neither Customer nor KeenTools will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including loss of revenue, profits, data, use, goodwill, or reputation, breach of data or system security, or the cost of procuring substitute services, suffered by the other party or by any third party in connection with these Terms, whether in contract, tort (including negligence), under a warranty, or otherwise, even if that party has been advised of the possibility of such damages.

12.2. Liability Cap. To the fullest extent permitted by applicable law, each party's total aggregate liability in connection with these Terms will not exceed the amounts paid by Customer for the Service, including through Paddle, in the 12 months before the first incident giving rise to the liability.

12.3. Exceptions. Sections 12.1 and 12.2 do not apply to: (a) damage caused by a party's gross negligence or willful misconduct; (b) Customer's obligations under Section 13, or Customer's breach of Section 5.1 or Section 7; or (c) any liability that cannot be excluded or limited under applicable law.

13. Indemnification

13.1. Indemnity. To the fullest extent permitted by applicable law, Customer will defend, indemnify, and hold harmless KeenTools and its shareholders, directors, officers, employees, agents, advisors, affiliates, successors, assigns, and licensors from and against all third-party claims, causes of action, and demands, and all related liabilities, damages, losses, fines, penalties, costs, expenses, and settlements, including reasonable attorneys' fees, arising from or related to: (a) Customer's unauthorized use of the Service; (b) Customer's breach of these Terms; (c) Customer's violation of applicable law; (d) Customer Content, including claims by Depicted Individuals or other third parties relating to their likeness, publicity rights, personal data, or intellectual property; or (e) the use of the Service by Customer's end users under Section 3.3. This does not apply to the extent the claim is caused by KeenTools' negligence or willful misconduct.

13.2. Procedure. KeenTools will notify Customer promptly of any claim covered by Section 13.1 and may participate in its defense with counsel of its own choosing. Customer may not settle any such claim in a way that imposes an obligation on KeenTools or admits fault on its behalf without KeenTools' prior written consent.

14. Governing Law, Jurisdiction, and Disputes

14.1. Governing Law and Jurisdiction. These Terms, and any dispute arising out of or in connection with them, are governed by the laws of the Republic of Armenia. The courts of Yerevan, Republic of Armenia, have exclusive jurisdiction over any such dispute. If Customer is a consumer, this choice of law does not deprive Customer of the protection of the mandatory provisions of the law of their country of habitual residence, and Customer may also bring proceedings in the courts of that country where applicable law allows it.

14.2. Informal Resolution. Before starting court proceedings, a party must first notify the other party of the dispute by email (Customer to team@keentools.io; KeenTools to the email address associated with Customer's account), describing the dispute and the outcome sought. The parties will try in good faith to resolve the dispute within 30 days of that notice. Either party may start court proceedings if the dispute is not resolved within that period. This does not prevent either party from seeking urgent interim relief from a court.

14.3. Class Actions. To the extent permitted by applicable law, disputes in connection with these Terms will be resolved only on an individual basis, and Customer will not bring a claim

against KeenTools as a plaintiff or class member in any class, collective, or representative action.

15. Changes to these Terms

KeenTools may change these Terms from time to time. For material changes, KeenTools will post a notice on keenface.ai before the changes take effect. If Customer continues to use the Service after changes take effect, Customer accepts the updated Terms. If Customer does not agree to the changes, Customer must stop using the Service and may close its account under Section 9.2. Changes to the Privacy Policy are governed by the Privacy Policy.

16. General

16.1. Entire Agreement. These Terms, the Privacy Policy, and any custom agreement between Customer and KeenTools are the entire agreement between Customer and KeenTools regarding the Service, and supersede any prior agreements on the same subject.

16.2. Severability. If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions remain in full force.

16.3. No Waiver. KeenTools' failure to enforce any provision of these Terms is not a waiver of its right to do so later.

16.4. Assignment by KeenTools. KeenTools may assign these Terms to an affiliate, or in connection with a merger, acquisition, or sale of all or substantially all of its assets, by notifying Customer.

16.5. Force Majeure. KeenTools is not liable for any delay or failure to perform caused by events beyond its reasonable control, including outages of third-party infrastructure, natural disasters, war, or acts of government.

16.6. Notices. KeenTools may give notices to Customer by email to the address associated with Customer's account, in Studio, or on keenface.ai. Customer may give notices to KeenTools at team@keentools.io.

16.7. Language. These Terms are written in English. If KeenTools provides a translation, the English version prevails in case of any conflict.

16.8. Contact and Point of Contact. team@keentools.io is KeenTools' single point of contact for users of the Service and for authorities, including for the purposes of the EU Digital Services Act. Communications can be made in English.

For exceptions or modifications to these Terms, please contact KeenTools using the email address team@keentools.io or the website keentools.io.