



General Terms of Service for Veriff Station

INTRODUCTION

Veriff provides identity verification services, through a software platform operated by Veriff that it makes available as a service through its website at www.veriff.com and through an application programming interface and/or SDK (the “**Veriff Station Service**”).

These General Terms of Service for Veriff Station (the “**Terms**”) set out the terms and conditions upon which you may use the Veriff Station Service and any application or functionality Veriff makes available through the Veriff Station Service.

By using the Veriff Station Service you agree to and accept these Terms.

1. INFORMATION ABOUT VERIFF

The Veriff Station Service is provided by Veriff OÜ, a company incorporated and registered in Estonia with registration number 12932944, whose registered office is at Niine 11, 10414 Tallinn, Estonia (“Veriff”).

2. INTERPRETATION

2.1. In these Terms, save where the context requires otherwise, the following words and expressions have the following meaning:

“Additional Verification Fee” means the amount payable by the Client in respect of each Query where the number of Queries submitted in the then-current Subscription Period has exceeded the Pre-Purchased Queries;

“Agreement” means the agreement between the Client and Veriff, comprising the General Terms of Service and Data Protection Agreement for the provision of the Veriff Station Service;

“Authorised User” means a person who is authorised by the Client to access the Veriff Station Service on behalf of the Client;

“Client” or “you” means the person ordering Veriff Station Service on the basis of the Agreement;

“Client Account” means an account set up by the Client with an ID and password that the Client and its Authorised Users use to access the Veriff Station Service;

“Client Data” means the content and data that the Client makes available to Veriff and that is hosted by Veriff in connection with the provision of the Veriff Station Service;



"Client Platform" means the software platform that the Client operates and makes available as a service;

"Client's Representative" means Client's member of the management board or other natural person who has legal basis to represent the Client and whose data has been forwarded to Veriff by the Client;

"Client's System" means the Client's internal network and any software or databases used by the Client to access the Veriff Station Service;

"Confidential Information" means information which is identified as confidential or proprietary by either party, or by the nature of which is clearly confidential or proprietary;

"Data Protection Agreement" means an agreement between the parties about processing of personal data of End Users and Client's representatives;

"Document" means User's Identity Document, submitted by End User to Veriff during Verification, containing User's facial image;

"End User" means a user of the Client Platform or other customer of the Client;

"Fault" means an error in the Veriff Station Service that causes it to fail to operate substantially in accordance with any documentation provided by Veriff to the Client;

"General Terms of Service" means these terms and conditions of service, as amended from time to time;

"Integration Type(s)" means the type of device or platform that End Users use to access the Client Platform and the Veriff Station Service;

"Maximum Queries per Minute" means the maximum amount of Queries that may be submitted in any minute, as identified in clause 3.1.3;

"Maximum Queries per Day" means the maximum amount of Queries that may be submitted in a day, as identified in clause 3.1.4;

"Mobile SDK" means the Verification channel where Veriff's SDK is used in a mobile application;

"Mobile Web browser" means the Verification channel where the web browser of mobile phone is used;

"Normal Working Hours" means 9 am to 7 pm (Estonian time) on a day that is not a Saturday, Sunday or public or national holiday established by Estonian law;

"Package Fee" means the fee payable by the Client in respect of the Pre-Purchased Queries, as agreed between the parties;



“Query” means Client’s query for Verification of the User;

"SDK" means the software code supplied by Veriff to be embedded in the Client Platform and any related documentation relating to the integration of the Veriff Station Service with the Client Platform;

“Subscription Period” means a period of 30 days calculated from the date of starting the Trial Period;

"Support Request" means a request made by the Client for support in relation to the Veriff Station Service, including the correction of a Fault;

"Term" means initial Subscription Period and any Subscription Periods for which the Agreement renews thereafter in accordance with clause 5.2;

“Third Party Sites” has the meaning given in clause 8.4;

"Trial" means a free trial of the Veriff Station Service during the Trial Period;

"Trial Period" has the meaning given to it in clause 3.1.5;

"VAT" means value added tax;

“Verification” means Verification of the End User and/or verifying conformity of End User’s data or Document or another agreed authentication service;

"Virus" means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including works, Trojan horses, viruses and other similar things or devices;

“Web browser” means Verification channel where the web browser of a PC is used;

3. SERVICE DESCRIPTION

3.1. Pursuant to the Agreement, Veriff shall provide End User identification and Document validity Verification service under following terms and conditions:

(1)	Documents subject to Verification	The Document subject to Verification shall depend on the country of issuance of the Document. The list of countries and acceptable Documents is available at: https://veriff.com/supported-countries or at other location in Veriff’s Website.
(2)	Integration Types	▪ Web



		▪ Mobile Web ▪ Mobile SDK (Android and iOS) ▪ API
(3)	Maximum Number of Queries per One (1) Minute being processed in real-time	5
(4)	Maximum Number of Queries per One (1) Month	5 000
(5)	Trial Period	30 (thirty) days from the date of entering into Trial which consists of 100 (one hundred) Verifications. The Trial Period shall end if the Client has used the aforementioned Verifications.

4. TRIAL

4.1. Save where the Client has previously accessed and used the Veriff Station Service, the Trial shall commence on the date the Client enters into Trial period from the Veriff Station, and will continue (subject to earlier termination in accordance with clause 4.3 or clause 15) for a period of 30 days or until the Client submits 100 Queries (whichever is earlier) (the "Trial Period").

4.2. Following expiry of the Trial Period, the Agreement will automatically renew for an initial Subscription Period unless otherwise agreed by the Client and Veriff in writing.

4.3. During the Trial Period, either party may terminate the Agreement on written notice to the other party with immediate effect.

5. DURATION

5.1. Where the Client has previously used the Veriff Station Service, or the parties otherwise agree that the Client will not receive a Trial, the Agreement shall commence on the date that the Client agrees to these General Terms of Service and, subject to earlier termination in accordance with clause 5.2 or clause 15, shall continue for the Term.

5.2. The initial Subscription Period shall automatically extend for a further Subscription Period at the end of the initial Subscription Period and at the end of each Subscription Period thereafter, unless either party gives written notice to the other party to terminate the Agreement at the end of the then-current Subscription Period, such notice to be given no later than thirty (30) days prior to the expiry of the then-current Subscription Period.

6. ACCESS TO THE VERIFF STATION SERVICE

6.1. In order to have access to the Veriff Station Service the Client's Representative must be verified by Veriff within 7 days after the Client has agreed to these General Terms of Service and Data Protection Agreement. The verification link will be sent to the email of Client's Representative. Veriff may suspend



or temporarily disable the Veriff Station Service if the Client's Representative has not been verified within the aforementioned period.

6.2. If the Client has agreed to these Terms and Data Protection Agreement, the Client may test functioning of the Veriff Station Service, choose a suitable Integration Type and start integrating the components of the Veriff Station Service with the Client Platform (the **"Demo Mode"**). The Client may use the Demo Mode only for testing and integration purposes.

6.3. Veriff appoints the Client as a non-exclusive distributor of the Veriff Station Service to its End Users on the terms and conditions of this Agreement, and the Client accepts such appointment on those terms.

6.4. Veriff grants the Client a non-exclusive, non-transferable licence for the Term to access, use, and permit Authorised Users and End Users to access and use the Veriff Station Service, in accordance with and subject to the terms and conditions of this Agreement, for the purpose of verifying the identities of End Users.

6.5. The Client may not sublicense the rights granted in clause 6.3 other than to allow Authorised Users and End Users to access and use the Veriff Station Service.

6.6. The Client may grant Authorised Users and End Users access to the Veriff Station Service provided that the Client:

- (a) does not make or give any representations, warranties or other promises concerning the Veriff Station Service unless agreed by Veriff in writing from time to time;
- (b) ensures that all End Users are aware of the terms of the Agreement and act in compliance with them;
- (c) ensures that the terms on which the End User is granted access to the Veriff Station Service protect Veriff and its proprietary rights in the Veriff Station Service to the same extent as set out in this Agreement including, in particular, clause 9 and clause 11 (and the Client will take reasonable steps to enforce such terms at Veriff's request); and
- (d) ensures that Veriff is not liable to the End Users in any way.

6.7. The Client is responsible for making all arrangements necessary for Authorised Users to gain access to the Veriff Station Service.

6.8. The Client must treat any username and password used to access the Veriff Station Service or the Client Account as Confidential Information, and must not disclose such information to any third party (other than to Authorised Users) and must take appropriate safeguards in accordance with good industry practice to prevent unauthorised access to the Veriff Station Service.

6.9. The Client shall procure that each Authorised User keeps secure and confidential any username and password provided to, or created by, that Authorised User for their use of the Veriff Station Service, and



that they will not disclose such username and password to any third party, including any other Authorised Users or persons within the Client's organisation, company or business.

- 6.10. The Client is responsible for maintaining the confidentiality of its login details for its Client Account and for any activities that occur under its Client Account, including the activities of Authorised Users.
- 6.11. Veriff encourages the Client to use, and to encourage Authorised Users to use "strong" passwords (using a combination of upper and lower case letters, numbers and symbols) with its Client Account.
- 6.12. The Client must prevent any unauthorised access to, or use of, the Veriff Station Service, and must promptly notify Veriff in the event of any such unauthorised access or use.
- 6.13. The Client shall not at any time, whether during or after the Term, accept any commission or payment for, or otherwise seek to profit financially or otherwise from using the Veriff Station Service or granting access to the Veriff Station Service to End Users, other than in connection with providing its services to End Users in the ordinary course of its business.
- 6.14. The Client shall indemnify and defend Veriff, and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by an End User or any other third party relating to the Client's use of the Veriff Station Service (except to the extent caused by Veriff's negligence), including the failure of, or non-availability affecting, the Veriff Station Service.

7. INTEGRATION

- 7.1. The Client can choose between Integration Types provided in clause 3.1.2.
- 7.2. If the Client uses mobile SDK as an Integration Type, the Client shall download and embed the SDK in the Client Platform, and Veriff grants the Client a non-exclusive, non-transferable, non-sublicensable licence to download, install and use the SDK for the purpose of accessing the Veriff Station Service, in accordance with and subject to the terms and conditions of the Agreement.

8. CLIENT'S OBLIGATIONS

- 8.1. The Client:
 - (a) must comply with all applicable laws and regulations with respect to its use of the Veriff Station Service and its activities under the Agreement;
 - (b) must use the Veriff Station Service in accordance with the terms of the Agreement and shall be responsible for any acts and omissions in connection with the use of the Veriff Station Service by its End Users and Authorised Users;
 - (c) must notify Veriff in writing if there are any changes to any of the Client's contact details;



- (d) must ensure that its network and systems, including its internet browser, complies with any relevant specifications provided by Veriff in writing (including e-mail) from time to time;
- (e) is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems in order to access and use the Veriff Station Service;
- (f) shall comply with any manuals or documentation provided by Veriff in relation to the use of the Veriff Station Service; and
- (g) must not do, or allow any End Users or Authorised Users to do, any of the following:
 - (i) access, store, distribute, or transmit any Virus through the Veriff Station Service;
 - (ii) use the Veriff Station Service to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
 - (iii) use the Veriff Station Service in a manner that is illegal or causes damage or injury to any person or property;
 - (iv) use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Veriff Station Service in a manner that sends more request messages to the Veriff Station Service than a human can reasonably produce in the same period of time by using a conventional online web browser;
 - (v) attempt to interfere with or compromise the integrity or security of the Veriff Station Service,and Veriff reserves the right, without liability or prejudice to its other rights under the Agreement, to disable access to all or any part of the Veriff Station Service by the Client, its Authorised Users or any End User, for any breach of any provision of this clause 8.1.

8.2. The Client warrants that the Client Platform (or any other part of the Client's business), is not illegal, fraudulent, or related to the promotion or distribution of: drugs and other illegal substances; weapons; counterfeit goods; child pornography or child abuse imagery; sexual, pornographic or obscene content; escort services; or any unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive content.

8.3. Veriff may monitor the Client's, Authorised Users' and End Users' use of the Veriff Station Service to ensure the quality of, and improve, the Veriff Station Service, and verify the Client's compliance with the Agreement.

8.4. The Veriff Station Service may contain links to, or call the servers of, third party websites, data or services that are not under Veriff's control, solely at the direction of and/or as a convenience to the Client ("**Third Party Sites**"). As such, Veriff is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are



contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Client's risk.

9. IMPORTANT NOTE ON INTELLECTUAL PROPERTY RIGHTS

9.1. Veriff is the owner or licensee of all intellectual property rights in the Veriff Station Service. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved. Except as expressly set out in this Agreement, Veriff does not grant to the Client any rights to or licenses in respect of the Veriff Station Service.

9.2. The Client will not, when using the Veriff Station Service:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Veriff Station Service in any form or media or by any means;
- (b) attempt to adapt, modify, duplicate, create derivative works from, record or otherwise reproduce any part of the SDK;
- (c) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Veriff Station Service;
- (d) access all or any part of the Veriff Station Service in order to build a product or service which competes with the Veriff Station Service, or use or attempt to use the Veriff Station Service to directly compete with Veriff; and
- (e) erase or remove any proprietary or intellectual property notice contained in the Veriff Station Service or SDK; and
- (f) make any copies of the SDK other than such copies as are reasonably necessary for the purposes of backup and security (provided that any such copies shall at all times be owned by Veriff).

9.3. The Client grants Veriff a license to access, download and use the Client Data for the purpose of:

- (a) analysing the Client Data in accordance with the Veriff Station Service functionality;
- (b) developing, testing, improving and altering the functionality of the Veriff Station Service; and
- (c) producing anonymised or anonymised and aggregated statistical reports and research.

9.4. The Client represents and warrants to Veriff that it has the necessary right, title, interest and consent, in each case as necessary to allow Veriff to use the Client Data in accordance with this Agreement. The Client shall maintain a backup of Client Data and Veriff shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Client Data.



9.5. Veriff may use the Client's name, logo, and related trade marks in any of Veriff's publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the Veriff Station Service and alongside any testimonials that the Client has agreed to give. The Client grants Veriff such rights as are necessary to use its name, logo, related trade marks and testimonials for the purpose of this clause 9.5.

9.6. The Client may use Veriff's name, logo and related trade marks in connection with providing End Users access to the Service and, subject to Veriff's consent in the Client's publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the Service. Veriff grants the Client such rights as are necessary to use its name, logo and related trade marks for the purpose of this clause 9.6 subject to the Client complying with Veriff's reasonable directions as to the use of its name, logo and related marks.

9.7. The Client agrees to provide regular feedback to Veriff in relation to its use of the Veriff Station Service. By submitting feedback, the Client acknowledges that Veriff may use and allow others to use this feedback in the Veriff Station Service or otherwise without any restriction and without payment of any kind to the Client.

10. DATA PROTECTION

10.1. To the extent that Veriff processes any personal data on behalf of the Client as a processor or subprocessor as a result of hosting the Client Data or otherwise as a result of the Client's use of the Veriff Station Service, it shall do so in accordance with the Data Processing Agreement (the "**DPA**").

10.2. For the purpose of this clause 10 the terms "**controller**", "**processor**", "**data subject**", "**personal data**", and "**process**" shall have the same meaning as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

11. CONFIDENTIAL INFORMATION

11.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.



- 11.2. Each party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the other party's Confidential Information available for use for any purpose other than as needed to perform the terms of the Agreement.
- 11.3. Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 11.4. Each party shall take a backup of its own Confidential Information and shall not be responsible to the other party for any loss, destruction, alteration, or disclosure of Confidential Information.

12. FEES AND PAYMENT

- 12.1. Subject to clause 12.2 Veriff shall charge the Client at the beginning of each Subscription Period in respect of:
- (a) The Package Fees due for that Subscription Period; and
 - (b) Additional Verification Fees due in respect of the previous Subscription Period.
- 12.2. Veriff may charge the Client before the end of a Subscription Period in respect of Additional Verification Fees due if the number of Queries submitted by a Client in the then-current Subscription Period is equal to or more than twice the number of Pre-Purchased Queries in respect of that Subscription Period.
- 12.3. The Client can pay for the Veriff Station Service with credit card or with debit card that has the characteristics of a credit card.
- 12.4. If Veriff has not received payment in full within 4 days of the due date, and without prejudice to any other rights and remedies available to Veriff:
- (a) Veriff may, without liability to the Client, suspend or temporarily disable all or part of the Client's access to the Veriff Station Service and Veriff shall be under no obligation to provide any access to the Veriff Station Service while the relevant sum remains unpaid;
 - (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank PLC at the due date for payment of the relevant Verification Fees, commencing on the due date for payment and continuing until the Verification Fees have been paid in full, whether before or after judgment; and
 - (c) the Client shall reimburse Veriff for all reasonable costs and expenses (including reasonable lawyers' fees) incurred by Veriff in collecting any overdue amounts.
- 12.5. All amounts stated or referred to in the Agreement:
- (a) are payable in US dollars; and



(b) are exclusive of VAT unless otherwise expressly stated, which shall be paid at the same time as payment of the Additional Verification Fees or Package Fees. Each party shall send the other a VAT invoice if it is requested to do so.

12.6. Unless otherwise agreed between the parties in writing, Veriff may increase the Package Fees and/or Additional Verification Fees upon giving at least thirty (30) days notice in writing to the Client, such increase to take effect from the commencement of the Subscription Period following expiry of such notice. If the Client is unhappy with the increase, the Client may give notice to terminate the Agreement at the end of the then-current Subscription Period by providing at least fourteen (14) days written notice to Veriff, such notice to expire no later than the end of the then-current Subscription Period. The Package Fees and/or Additional Verification Fees (as applicable) will not increase during the notice period.

12.7. The Client will not have the right of recourse in relation to the paid Fee, regardless of the extent in which the Client has used the Service, or any other circumstance.

13. SERVICE LIMITS

13.1. The Client shall not submit (or permit to be submitted) more Queries in any minute or month than the Maximum Queries per Minute and Maximum Queries per Month (as applicable).

13.2. Veriff reserves the right to limit the Client's access to the Veriff Station Service and refuse to respond to Queries in the event that the Client exceeds the Maximum Queries per Minute and/or Maximum Queries per Month.

14. AVAILABILITY AND SUPPORT

14.1. Veriff will use commercially reasonable endeavours to make the Veriff Station Service available with an uptime rate of

(a) 99.7% during Normal Working Hours; and

(b) 99.3% outside of Normal Working Hours,

except for planned maintenance for which at least 24 hours' notice will be given and unscheduled maintenance during Normal Working Hours or otherwise, for which Veriff will use reasonable endeavours to give the Client advance notice.

14.2. Veriff will use reasonable endeavours to provide a level of support via e-mail that is appropriate to the nature of any issues requiring support during Normal Working Hours. The Client shall provide all support reasonable required by Veriff to perform its obligations under this clause 14, including providing reasonably detailed descriptions of issues and updates on the performance of the Veriff Station Service.

14.3. Veriff shall, during the Term, provide support services in accordance with the service levels (the **"Support Services"**).



- 14.4. The Client may request Support Services by submitting a Support Request to support@veriff.me or any other email address notified to the Client by Veriff from time to time.
- 14.5. Each Support Request shall include a description of the problem and the start time of the incident and/or the time when the Client became aware of the incident.
- 14.6. The Client shall provide Veriff with:
- (a) prompt notice of any Faults;
 - (b) such output and other data, documents, information, assistance and (subject to compliance with all of the Client's security and encryption requirements notified to Veriff in writing) remote access to the Client's System as are reasonably necessary to assist Veriff to reproduce operating conditions similar to those present when the Client detected the relevant Fault and to respond to the relevant Support Request;
 - (c) direct access to the premises of the Client, the Client System and the Client's files, equipment and personnel, where such access is reasonably required in order to assess and resolve Support Requests, and provided that Veriff complies with all reasonable security requirements and other policies and procedures relating to contractors entering and working at the premises of the Client notified by the Client to Veriff; and
 - (d) any other reasonable information or assistance as Veriff may require in order to assess and resolve Support Requests.
- 14.7. Faults reported during Normal Working Hours shall be acknowledged within 2 hours of such notification. Faults reported outside of Normal Working Hours shall be acknowledged within 2 hours of Normal Working Hours resuming.
- 14.8. The Client acknowledges that Veriff may subcontract the performance of the Support Services to any third party, provided that Veriff shall remain responsible for the performance of the Support Services and shall be liable for the acts and omissions of its subcontractors as if they were the acts and omissions of Veriff.
- 14.9. Veriff shall:
- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
 - (b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service level response and response time
1	Business Critical Failures:	Level 1 Response:

	An error in, or failure of, the Veriff Station Service that: a) materially impacts the operations of the Client's business or marketability of its service or product; b) prevents necessary work from being done; or c) disables major functions of the Veriff Station Service from being performed.	Prompt acknowledgment of receipt of a Support Request. Level 2 Response: Veriff shall use reasonable endeavours to restore the Veriff Station Service to a state that allows the Client to continue to use all functions of the Veriff Station Service in all material respects within 8 hours after the Level 1 Response time has elapsed.
2	System Fault with Workaround: a) a critical error in the Veriff Station Service for which a workaround exists; or b) a non-critical error in the Veriff Station Service that affects the operations of the Client's business or marketability of its service or product.	Veriff shall, within 24 hours of receiving the Support Request, use reasonable endeavours to provide an emergency fix or workaround, which allows the Client to continue to use all functions of the Veriff Station Service in all material respects.
3	Minor Error: An isolated or minor error in the Veriff Station Service that: a) does not significantly affect the Veriff Station Service's functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Client's business performance.	Veriff shall use reasonable endeavours to provide a permanent remedy to any Fault within a reasonable time.

14.10. Veriff shall have no obligation to provide the Support Services where Faults arise from:

- (a) any improper use, misuse or unauthorised alteration of the Veriff Station Service by the Client;
- (b) any use of the Veriff Station Service by the Client in a manner inconsistent with the then-current documentation provided to the Client;
- (c) the unavailability of any third party database or service.

15. SUSPENSION AND TERMINATION

15.1. Without prejudice to any other rights or remedies available to Veriff, if the Client fails to pay any sum due to Veriff and such sum remains outstanding for a further thirty (30) days following notice requiring such sum to be paid, Veriff may immediately terminate the Agreement on giving notice to the Client, without liability for Veriff to the Client.



15.2. Without prejudice to any other rights and remedies available to Veriff, Veriff may terminate the Agreement by notice with immediate effect, or such notice as Veriff may in its sole discretion elect to give, if the Client:

- (a) infringes Veriff's intellectual property rights in the Veriff Station Service;
- (b) is in breach of clause 6.2, 8.2, 9.2 and/or 11;
- (c) is in breach of any applicable law;
- (d) has not used the Veriff Station Service continuously for four (4) months.

15.3. Without prejudice to any other rights and remedies available to Veriff, Veriff may immediately suspend the Client's, an Authorised User's or any End User's right to access and use the Veriff Station Service, without giving prior notice to the Client, if:

- (a) the Client is in material or persistent breach of any of the terms of the Agreement;
- (b) the Client is in breach of applicable law; or
- (c) the Client is guilty of any fraud or dishonesty or acts in any manner which, in the opinion of Veriff, brings or is likely to bring Veriff into disrepute or is materially adverse to the interests of Veriff,
and for the purposes of this clause 15.3, the parties acknowledge that any breach of clauses 6.2, 8.2, 9.2 and/or 11 will be a material breach of the Agreement.

15.4. Without prejudice to any other rights and remedies available to it, either party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other party, if that other party:

- (a) is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other party fails to remedy the breach within thirty (30) days after receiving written notice requiring it to remedy the breach; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

15.5. On termination of the Agreement for any reason:



(a) all rights and licences granted under the Agreement shall immediately terminate and the Client's right to access and use the Veriff Station Service, and to grant Authorised Users and End Users the right to access and use the Veriff Station Service, will end;

(b) each party shall return to the other party or (at the other party's request) destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other party (provided that each party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority).

15.6. If the Client terminates the Agreement under clause 15.4, Veriff shall refund any unused Package Fees paid by the Client in respect of the then-current Subscription Period, calculated by applying the Additional Verification Fee to the number of Queries processed in that Subscription Period and deducting such amount from the Package Fees paid.

15.7. Veriff shall permit the Client to download any Client Data from the Veriff Station Service for a period of 14 days after the expiry or termination of the Agreement. Veriff may thereafter:

(a) delete any Client Data at any time;

(b) retain Client Data upon expiry or termination of the Agreement in order to comply with applicable law, or as Veriff may deem necessary to prosecute or defend any legal claim (in which case Veriff may retain Client Data for a reasonable period of time pending resolution of such obligation or issue),

in each case subject to the DPA.

15.8. Termination of the Agreement for whatever reason shall not affect any rights or remedies of the parties that have accrued up to the date of termination.

15.9. Any provision of the Agreement that expressly or by implication is intended to come into force or continue in force on or after expiry or termination of this Agreement shall survive and continue in full force and effect.

16. LIMITED WARRANTY

16.1. Veriff undertakes to make the Veriff Station Service available as set out in clause 14.1, and the Client's sole and exclusive remedy, and Veriff's sole liability, with respect to any failure by Veriff to provide the Veriff Station Service in accordance with clause 14.1 is for Veriff to use commercially reasonable efforts to repair the affected part of the Veriff Station Service so that it is available in accordance with clause 14.1.

16.2. Other than as set out in clause 16.1, the Veriff Station Service is provided on an "AS IS" basis and Veriff gives no representations, warranties, conditions or other terms of any kind in respect of the Veriff Station Service, whether express or implied, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.



16.3. Except as expressly provided for in the Agreement:

- (a) all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement; and
- (b) Veriff will not be responsible for any interruptions, delays, failures, or non-availability affecting the Veriff Station Service or the performance of the Veriff Station Service which are caused by third party services (including Third Party Sites), errors or bugs in third party software, hardware, or the Internet on which Veriff relies to provide the Veriff Station Service, or any changes to the Veriff Station Service made by or on behalf of the Client, and the Client acknowledges that Veriff does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

17. VERIFF'S LIABILITY

17.1. Subject to clause 17.2, Veriff will not be liable to the Client, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Agreement in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.

17.2. Nothing in the Agreement excludes or limits Veriff's liability for death or personal injury caused by Veriff's negligence, or for fraud or fraudulent misrepresentation.

17.3. Veriff's total liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with the Agreement shall in all circumstances be limited to the Package Fees and Additional Verification Fees paid by the Client in respect of the 3 months prior to the event giving rise to the claim, or, in the case of an event in the Trial Period giving rise to a claim, USD 1.

18. CHANGES TO THE VERIFF SERVICE

The Client recognises that Veriff is always innovating and finding ways to improve the Veriff Station Service with new features and services. The Client therefore agrees that the Veriff Station Service may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any functionality of the Veriff Station Service.

19. NON-SOLICITATION

Each party agrees that it shall not, at any time during the Term and for 12 months thereafter, solicit or entice away from that party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of that party.



20. GENERAL

20.1. Written communications

Applicable laws may require that some of the information or communications that Veriff sends to the Client should be in writing. When using the Veriff Station Service, the Client accepts that communication with Veriff will mainly be electronic. Veriff will contact the Client by e-mail and, for contractual purposes, the Client agrees to this electronic means of communication and the Client acknowledges that all contracts, notices, information and other communications that Veriff provides to the Client electronically comply with any legal requirement that such communications be in writing.

20.2. Notices

All notices given by the Client to Veriff must be given to info@veriff.me. Veriff may give notice to the Client at either the e-mail or postal address the Client provides to Veriff, or any other way that Veriff deems appropriate. Notice will be deemed received and properly served immediately when posted on the Veriff Station Service or 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

20.3. Transfer of any rights and obligations.

The Client may not transfer, assign, charge or otherwise deal in the Agreement, or any of the Client's rights or obligations arising under the Agreement, without Veriff's prior written consent.

20.4. Events outside a party's control.

Neither party shall be liable to the other party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party unless an approved sub-contractor of Veriff, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse the Client from any payment obligation under the Agreement.

20.5. Third party rights.

Other than as expressly stated in the Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20.6. Waiver

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.



20.7. **Severability.**

If any provision of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of the Agreement shall not be prejudiced.

20.8. **Law and jurisdiction**

The Agreement shall be governed by, and construed in accordance with, English law, and each party hereby submits to the exclusive jurisdiction of the courts of England.