



Verifeyed API

Terms of Service

We're thrilled you've decided to use Verifeyed. We've drafted these Terms of Service so you'll know the rules that govern our relationship with you.

1. DEFINITIONS

1.1. Verifeyed is a product fully owned and operated by ImageMetry s.r.o., a company located at Jugoslavyckych partyzanu 1580/3, Prague, Czech Republic, ID: No. 284 01 751. "Verifeyed, " "We, " and "Us" refer to ImageMetry.

1.2 "Authorized Users" means individuals who are authorized by You to use the Service, and who have been supplied user identifications and passwords by You (or by Verifeyed at Your request). Authorized Users may include Your employees, consultants, contractors, agents, and third parties with whom You transact business.

1.3 "Code Samples" means the source code of sample applications that use the Service.

1.4 "End User" means any individual or company or other legal entity which is using an application/service that was made by You utilizing the Service.

1.5 "Service" means "Verifeyed API" accessible via web and all of Verifeyed's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to You by "Verifeyed API", as well as ancillary online or offline products and services, audio, visual and text information.

1.6 "Uploaded Data" means any data, information, or material uploaded by You or Your Authorized Users to software and hardware used by Verifeyed for Your Data storage. Uploaded Data is a subset of Your Data.

1.7 "You" or "Your" refer to and include any person and/or any entity that is accepting this Agreement.

1.8 "Your application/service" means the application or service You develop using the Service.

1.9 "Your Data" means any data, including, but not limited to, the results of data processing obtained with the Service, information, or material (including but not limited to any images, scanned documents or videos) provided or submitted by You or Your Authorized Users to the Service in the course of using the Service, or automatically collected about Your Functionality or Authorized Users.

1.10 "Your Functionality" means the set of capabilities which You make available through Your application/service for End Users utilizing the Service.



2. LICENSE GRANTS AND SERVICE SCOPE

2.1 License Grant. Subject to the terms and conditions of this Agreement, Verifeyed grants to You a limited, non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the Service. This license and all rights granted hereunder are revocable by Verifeyed at any time.

2.2 Feature Modification. Verifeyed may add additional features to the Service, remove features, or modify the design of existing features. Any such addition, removal or modification may be done: (i) without notice if it does not materially disrupt the interoperability of your application with the Service, or (ii) upon 30-days' notice to You otherwise. Notwithstanding the above, features designated as "Beta", "Preview", "Experimental", "Labs" or with other similar designations ("Experimental Features") may be changed or removed at any time without notice, even if it materially disrupts the interoperability of Your application/service and the Service. Verifeyed is under no obligation to make any new Service features or feature modifications available as part of the Service.

2.3 No Support Obligation. Verifeyed shall have no obligation to provide technical support to You. You are solely responsible for all costs associated with technical integration with the Service. Under no circumstances will Verifeyed be liable for any failure to achieve satisfactory or timely technical integration, even if the failure is caused by a software issue, documentation issue or inadequate support by Verifeyed.

2.4 Limits. Verifeyed may impose limits on Your usage of the Service, including but not limited to, maximum message sizes, peak message rates, and connection timeouts, and Verifeyed will be the sole judge of the reasonableness of such limits. If You exceed any limits, Verifeyed may, at its sole discretion, remedy the situation by blocking or removing over-limit usage.

2.5 Amendment. Verifeyed may amend any part of this Agreement at any time after providing You with notice prior to the amendment by any reasonable means, including by posting such notice by e-mail transmission to Your last known e-mail address.

3. GENERAL OBLIGATIONS

3.1 General Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, You will not, and will not permit or authorize third parties to:

- (a) try to make or make a denial-of-service attack (DoS) or distributed denial-of-service (DDoS) attack;
- (b) submit Uploaded Data which is subject to U.S. export control and regulation.

3.2 Code Samples Restrictions. Code Samples are the sole and exclusive property of Verifeyed and at all times remain with Verifeyed. You may incorporate the Code Samples into Your application/service and modify them. Under no circumstances shall Verifeyed be liable for any damages, losses, costs, liabilities, or expenses suffered or incurred by You or Your End Users as a result of using the Code Samples in Your application/service.

3.3 Authorized Users. Verifeyed will establish, during the sign-up process, one set of Authorized User account information, consisting of an API Key and Private Key, with full privileges to the Service. Any actions taken by an Authorized User, or with a set of End Users issued to an Authorized User, are deemed to be actions taken by You. You are solely responsible for all activity by Authorized User accounts or by the End Users, and will abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with Your use of the Service. In no event will Verifeyed be responsible or liable for any damages, fines, taxes, or other consequences of misuse or abuse of Authorized User accounts or End Users. You are solely responsible for the security of Authorized User



account information and End Users information, including the storage of API Key and Private Key, and other secret information if applicable.

3.4 Data. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership, and right to use for all of Your Data and any data sent by You in requests for Service. You will abide by and will be solely responsible for any breach of applicable local, state, national, and foreign law, treaty, or regulation in connection with Your Data, including, without limitation, those related to export control, data privacy, international communications, infringement of third party intellectual property rights and the transmission of technical or personal data.

3.5 Verifeyed has implemented reasonable security standards to protect Your Uploaded Data from unauthorized access, disclosure, or use (Please see <http://www.Verifeyed.com/docs/security.pdf>). However, no data transmission or storage system can be guaranteed to be 100% secure and safe from unauthorized third party access. If you have reason to believe that your interaction with Verifeyed and with the Service is no longer secure and has been compromised, please notify Verifeyed immediately.

3.6 You agree that You are solely responsible for any breach of laws, treaties, or regulations in connection with any Uploaded Data, including personal or confidential data, and shall defend, indemnify and hold Verifeyed harmless from and against any and all claims, actions, proceedings, expenses, liabilities, damages, losses, costs, and expenses, including attorneys' fees, associated with and/or arising from such Uploaded Data.

Verifeyed will automatically schedule all Uploaded Data for deletion within 48 hours after it has been uploaded to the Service. If Uploaded Data processing causes Service failure or leads to the abnormal consumption of computing resources, or leads to other exceptional cases connected with functionality of Service, You consent to Verifeyed's unrestricted use at any time of the Uploaded Data for the sole purpose of improving the quality of the Service. More information about our data security processes can be found at <http://www.Verifeyed.com/docs/security.pdf>.

3.7 Location of Servers for the Site and the Service. Your Data may be stored and processed in any country(ies) Verifeyed chooses. In this regard, Verifeyed reserves the right to transfer Your Data outside of your country. By using the Service, You consent to any such transfer of data outside of your country, for the purpose of enabling You to use the Service. Verifeyed, alone, has the right and sole discretion, to determine the location of the servers of the Service, and may from time to time change such location(s).

4. PRICING AND PAYMENTS

4.1 Information regarding the prices and payment procedure is an integral part of this Agreement and can be found at http://www.Verifeyed.com/docs/api_pricing.pdf

4.2 Zero Balance. Verifeyed will take reasonable steps to prevent Your Net Balance from becoming negative, such as by suspending Your usage of the Service when Your balance is at or near zero. You hereby agree to such suspension of Service usage.

4.3 Verifeyed may change the prices and payment procedure at any time, by giving notice thereof to You by posting the new pricing terms at http://www.Verifeyed.com/docs/api_pricing.pdf and informing you by using your last known e-mail address. Such revised prices and payment terms will be binding on You following the expiration of Your existing subscription for the Service, if, subsequent to the expiration of Your existing subscription for the Service, You continue to use the Service after the notice of the price increase has been posted.



5. TERM AND TERMINATION

5.1 Termination for Convenience. Verifeyed may terminate this Agreement at any time without any notice to You. In the event Verifeyed terminates this Agreement for its convenience, it will refund to You any payments You had made for pages You were unable to use due to such termination.

You may terminate this Agreement at any time without any notice to Verifeyed. However, in such event, any payments You had made for purchased Services are forfeited and will not be refunded to You.

5.2 No Liability for Termination. Except for any payment obligation that arose prior to the date of termination or as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement or stops the Service, it will not bear any liability to the other because of such termination.

5.3 Termination of the Service. Verifeyed may deactivate Your account and remove all of Your Data and Uploaded Data or may stop the Service without any notice in any case including but not limited to the breach of this Agreement by You. In the event Verifeyed erroneously terminates the Service to You or erroneously deactivates Your account, Verifeyed will refund to you any payments made for images you were unable to use due to such termination or deactivation.

5.4 You may contact Verifeyed by e-mail at support@verifeyed.com to de-activate your account and cease Your use of the Service at any time.

5.5 The following provisions will survive any expiration or termination of this Agreement: Sections 5.4, 6.1, 6.2, 6.5, 7, 8, and 9 as well as any indemnification obligations.

6. COPYRIGHTS and TRADEMARKS

6.1 All product names are the trademarks or registered trademarks of their respective owners.

6.2 Rights in the Service. Verifeyed own all right, title, and interest, including all related intellectual property rights, in and to the Service, marketing materials of Service, Code Samples, and any feedback provided by You or any other party relating to the Service or Code Samples. All Verifeyed trademarks are the intellectual property of Verifeyed. Verifeyed does not grant You any license to use these trademarks.

7. WARRANTY DISCLAIMERS and LIMITATION OF LIABILITY

7.1 Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 Internet Delays. Verifeyed shall not provide You with an Internet connection or with any hardware or software required to connect to the Internet, and Verifeyed shall have no liability for the quality of Your Internet connection or the quality of the hardware and software that You use to access the Internet. Verifeyed is not liable for any malfunction or other problems in telephone networks or services, computer systems, servers, providers, computer hardware, software, or telecom equipment, or for any malfunction in the operation of e-mail and scripts, howsoever caused, or other damage resulting from such problems. Verifeyed shall not be liable for any delay, malfunction, missed or late delivery, removal or loss of any of Your Data.

7.3 You acknowledge that You will be transmitting information over an unsecured public computer network and that Verifeyed shall not be liable for any loss of information transmitted in this manner.

7.4 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, Verifeyed MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE



RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY DATA. Verifeyed DOES NOT REPRESENT OR WARRANT THAT:

- (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA,
- (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,
- (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE,
- (D) THE RESULTS OBTAINED BY USING THE SERVICE ARE ACCURATE, COMPLETE OR USEFUL;
- (E) THE OPERATION OF THE SERVICE OR THE PROVISION OF THE SERVICE WILL BE CONTINUOUS AND/OR UNINTERRUPTED OR FREE FROM ERROR;
- (F) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,
- (G) ERRORS OR DEFECTS WILL BE CORRECTED, OR
- (H) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICE AND ALL DATA ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS.

ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY Verifeyed AND Verifeyed'S LICENSORS.

7.5 UNDER NO CIRCUMSTANCES SHALL Verifeyed BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU AS A RESULT OF USE OR INABILITY TO USE THE SERVICE, OR CAUSED BY ERRORS, INTERRUPTION OF SERVICE, REMOVAL OF FILES, CHANGE IN FUNCTIONALITY, DEFECTS AND THE LIKE, HOWSOEVER CAUSED.

7.6 LIMITATION OF LIABILITY. IN NO EVENT WILL YOU OR Verifeyed BE LIABLE FOR ANY LOST REVENUE, PROFITS, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, Whether in contract, tort or otherwise, and HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Verifeyed's total liability ARISING OUT OF OR RELATING TO THE SERVICE OR THIS DEVELOPER AGREEMENT exceed the total fees paid by YOU under this agreement for the SERVICE in the twelve (12) month period immediately preceding the date upon which the claim first arose, EVEN IF Verifeyed HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. APPLICABLE LAW

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to or application of its conflicts of laws rules. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction situated in the county of Santa Clara, State of California, and the parties expressly consent to the exclusive personal jurisdiction of such courts for such purpose.

8.2 This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.



9. GENERAL

9.1 Verifeyed may transfer and assign its rights and obligations hereunder (or any part thereof) to a third party at any time without notice to You or Your consent.

9.2 Force Majeure. Verifeyed will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Verifeyed's reasonable control.

9.3 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act, You and Your employees and agents will not directly or indirectly make and offer payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government, including the United States Government (including a decision not to act), or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Verifeyed in obtaining, retaining, or directing any such business.

9.4 If any claims, actions, proceedings, or lawsuits are brought against You in connection with your use of the Service, You shall promptly inform Verifeyed of the same, but in no event later than ten (10) days from the date you first learned of the matter. You shall carry out all necessary actions to provide Verifeyed with the possibility, at its election, of taking part in such claim, action, proceeding or lawsuits in court, and You shall provide Verifeyed with all information necessary for settlement of the corresponding claims or lawsuits, no later than ten (10) days from the date of receipt of an inquiry from Verifeyed.

9.5 The following procedure shall be observed to resolve any dispute arising between You and Verifeyed out of the use of the Service. If You have reason to believe that Your rights and interests have been violated in connection with the use of the Service, You may send a complaint to Verifeyed at support@verifeyed.com. Verifeyed will respond to the complaint within twenty (20) working days from the date of its receipt of the complaint. The response will be sent to Your e-mail address as indicated in the complaint. If You and Verifeyed fail to resolve the dispute in this manner, the dispute shall be resolved in accordance with the terms of this Agreement. Verifeyed shall not respond to anonymous complaints or complaints from users who cannot be identified from the data they provided to register.

9.6 Indemnification. You will defend, indemnify, and hold Verifeyed harmless from and against any actual or threatened third party claim arising out of or based upon:

- (a) usage of Your Data;
- (b) Your negligence or willful misconduct; or
- (c) Your breach of this Agreement.

You will pay:

- (a) all damages, costs, and attorney fees awarded against Verifeyed in any proceeding under this Section 9.6;
- (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Verifeyed in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Your consent after You have accepted defense of such claim); and
- (c) if any proceeding arising under this Section 9.7 is settled, You will pay all amounts agreed to by You in the settlement of any such claims.

9.7 Waiver. The failure of either party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any



other term or condition, but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

9.8 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any rights to You under this Agreement is found to be illegal, unenforceable, or invalid, the right granted will immediately terminate.

9.9 Interpretation. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement.

9.10 Entire Agreement. This Agreement is the final and complete expression of the agreement between You and Verifeyed regarding the use of the Service. This Agreement supersedes all previous oral and written communications regarding these matters, including any marketing materials or documentation provided by Verifeyed prior to the execution of this Agreement, unless specifically referred to and incorporated in this Agreement. No employee, agent, or other representative of Verifeyed has any authority to bind Verifeyed with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. No modification of this Agreement, or of any provision hereof shall be effective unless it is contained in a writing signed by both You and Verifeyed.

9.11 Contact Us. Should You have any questions concerning this Agreement, or if You desire to contact Verifeyed for any reason, please contact info@Verifeyed.com.