

General Terms and Conditions

Including Data Processing Agreement

Last version: **June 7, 2021**

To download and print these General Terms and Conditions, including the data processing agreement that is part of these General Terms and Conditions, click [here](#).

PLEASE, READ THESE GENERAL TERMS AND CONDITIONS, INCLUDING THE DATA PROCESSING AGREEMENT THAT IS PART OF THESE GENERAL TERMS AND CONDITIONS, VERY CAREFULLY. BY DOWNLOADING, ACCESSING OR USING THE VERIFAI MATERIALS, CUSTOMER AGREES TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF CUSTOMER DOES NOT AGREE TO ALL OF THE BELOW TERMS, OR IF YOU ARE NOT ENTITLED TO REPRESENT THE CUSTOMER, DO NOT USE THE VERIFAI MATERIALS.

1. Definitions

Capitalized terms defined in this Agreement shall have the same meaning as defined in this Article. In the Agreement, the following terms and definitions shall apply:

Term	Definition
Account	means the account held with Verifai of the Customer.
Agreement	means the legal agreement between Customer and Verifai, consisting of the General Terms and Conditions, the Customized Quotation and other documentation agreed in writing between the Parties from time to time relating to the Verifai Products and Services.
API	means application programming interface consisting of a direct internet connection between the Customer's products and services and the Verifai Products and Services via which data for the Check are sent.
Business Day	means a day other than a Saturday, Sunday, or bank holiday in the Netherlands.
Check	means the establishment and verification of the identity of a natural person or legal entity.
Check Fee	means the Fee due for all Checks performed within one (1) period, calculated on the basis of the Fee per Check that is specified in the Customized Quotation or, in the absence thereof, in the Dashboard, or the Verifai App.
Claim	means a third-party claim, suit, demand or proceeding.
Confidential Information	<p>means any information relating to the disclosing Party or the receiving Party and identified as confidential or proprietary at the time of disclosure by the disclosing Party or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, irrespective of the form in which it is disclosed (e.g., orally, in writing, electronically or in other tangible form).</p> <p>Confidential Information includes, without limitation, algorithms, formulas, software, processes, ideas, know-how, inventions (whether or not patentable), other technical, business, financial, customer and product development plans, forecasts, strategies, policies, technology and Customized Quotations.</p> <p>Confidential Information does not include information that:</p> <ul style="list-style-type: none">(a) is or becomes generally known to the public without breach of the Agreement;(b) was already lawfully known to the receiving Party prior to the disclosure and has not been obtained directly or indirectly from the disclosing Party, as evidenced by the receiving Party's written records;(c) is lawfully obtained by receiving Party from any third Party authorized to make such disclosure without restriction, as evidenced by the receiving Party's written records; or(d) is independently developed by the receiving Party under circumstances not involving a breach of this agreement by the receiving Party without any use of any Confidential Information, as evidenced by the receiving Party's written records.
Controller	shall have the meaning given in the GDPR.
Credit Card	means any form of credit card or debit card, which permits or enables to perform transactions on a cardholder's account.
Criminal Activities	means any form of unlawful activity, such as, but not limited to: (identity) fraud, scam and money laundering.
Customer	means the legal entity that downloads, accesses or uses the Verifai Materials.
Customized Quotation	means a written offer to furnish Verifai Products and Services, provide licenses and furthermore contains other specific arrangements between Parties.
Dashboard	means Verifai's customer portal available on the Site.

Data subject	means the identified or identifiable natural person to whom the Personal Data relates.
Documentation	means the developers' resources concerning the implementation and use of the Verifai Products and Services available on the Site.
Effective Date	means the first moment when the Customer is downloading, registering, accessing or using the Verifai Materials, unless another date is agreed in the Customized Quotation in which event this other date applies.
End-user	means any natural person or legal entity who ultimately uses the Verifai Products and Services.
Error Message(s)	means a message that will appear when the use of Verifai Products and Services is denied to a Customer or End-user due to a defect in the Verifai Products and Services.
Fair Use	means that the use of Verifai Products and Services are subject to predefined usage parameters that may be specified in the Customized Quotation or other documentation available on the Site.
Fee(s)	means any prices, fees, royalties, charges, costs, expenses or rates that are due for the Verifai Products and Services.
GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the Processing of Personal Data and concerning the free movement of this data and the repeal of the Directive 95/46/EG (General Data Protection Regulation).
General Terms and Conditions	the current version of these general terms and conditions of Verifai, including the data processing agreement and annexes, and including any documentation incorporated in these general terms and conditions by reference.
Inflation	means the Euro Area Inflation (HICP All Items Euro Area) as found on http://ec.europa.eu/eurostat/web/main/home (or such future replacement website as may be used by Eurostat).
License Fee	means the Fee for the Paid License.
Mark(s)	means any brand name, copyright, patent, service mark, trademark, trade name, product name, logo, slogan and all registrations or application for registration of any of the foregoing.
Monthly Uptime Percentage	means the availability of Verifai Products and Services per calendar month, calculated per Single Verifai Service using the following formula: Monthly Uptime Percentage = (100% - Unavailable Time).
Outage	means the full or partial unavailability of one or more Verifai Products and Services, due to an interruption or failure in the supply of power, especially electricity, the Internet or other third-party telecommunication infrastructure.
Paid License	means a personal, limited, non-exclusive, non-transferrable, revokable, chargeable license for use of the Verifai Products and Services by the Customer in a production environment to enable use thereof by End-users.
Party / Parties	means Verifai and Customer individually or together.
Personal Data	means any information relating to an identified or identifiable natural person that Verifai processes in the context of the Agreement on behalf of the Customer.
Personal Data Breach(es)	means a breach of the security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
Platform	means the platform of Verifai for the performance of Checks.
Processing	means an operation or set of operations pertaining to the Agreement which is performed on Personal Data, or on sets of Personal Data, whether or not by automatized means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, aligning or combination, restriction, erasure or destruction.
Processor	shall have the meaning given in the GDPR.
Scheduled Maintenance	means maintenance which is planned by Verifai in advance.
Security Measure(s)	means any procedure, protocol, policy document or any measure that is prepared by Verifai or is proposed for the purpose of reducing risks.
Service Credit(s)	means the amount credited to the Customer for the respective Single Verifai Service that does not meet the agreed upon Monthly Uptime Percentage in a specific calendar month. The Service Credit is applicable only if all the conditions listed in this Agreement are met and will be applied on a future bill of the Customer.
Single Verifai Service	means a specific, single product or service that is part of the Verifai Products and Services.
Site	means Verifai's web domain, including the documentation, support, demo environment and all other web pages thereof, available at or linked to https://www.verifai.com , https://www.verifai.dev or https://www.verifai.io .
SMS Service	means a functionality of the Verifai Products and Services which enables the Customer and/or End-user to perform 2-factor-authentication (2FA), phone number verification or handover functionalities.
Support Fee	means the Fee due for receiving technical or non-technical support throughout the customer lifecycle, calculated as a predetermined amount per hour of support received.
Tax(es)	means any and all applicable local, federal, state and national taxes, fees, charges, surcharges, withholding taxes or other similar taxes, including but not limited to VAT, GST, sales tax and/or use tax.
Test License	means a personal, limited, non-exclusive, non-transferrable, revokable, royalty-free license, without right to sub-license, for the use of the Verifai Products and Services for implementation and testing purposes only in accordance with the Agreement.

Third-Party Applications and Services	means third-party internet-based, or offline enabled software applications, operating systems, services, other types of platforms, or IT components and other electronic hardware that interoperate with the Verifai Products and Services to enable its complete range of functionalities.
Ticket	means an email or text message sent to support@verifai.com , info@verifai.com or sent via the contact form or chat via the Site.
Trial Period	means a period of 90 days starting at the Effective Date wherein the Customer can use the Test License.
Unavailable Time	means that the percentage during which a Single Verifai Service is not available for use in a given month according to the Verifai Service Status.
Unplanned Maintenance	means maintenance which is required or necessary to perform due to unexpected events, including but not limited to force majeure and essential security Updates.
Updates	means improvements of functionalities and features to existing Verifai Products and Services, Dashboard, Site and Platform.
Upgrades	means newly-added functionalities and features to existing Verifai Products and Services, Dashboard, Site and Platform.
Verifai	means Verifai B.V. incorporated under Dutch law, with its registered office in Groningen, The Netherlands, and with its principal place of business at Waagstraat 1, 9712 JX, Groningen, registered with the Chamber of Commerce Register under number 61324612.
Verifai App(s)	means the ready-to-use app for iOS, available on the Apple App Store, and Android, available in the Google Play Store, which allows the Customer and/or the End-user to perform Checks.
Verifai Material(s)	means any or all of the Verifai Products and Services, the Platform, the Documentation, the Dashboard, the Site, and all related documentation provided by Verifai.
Verifai Products and Services	means any or all products and services that are offered by Verifai via the Site, Platform, Dashboard, or other sources (including but not limited to GitHub, Play Store, and App Store) that support Customer during the entire customer lifecycle. Products and services include: <ul style="list-style-type: none"> ● Checks ● Maintenance ● Support ● Verifai SDKs; ● Verifai APIs; ● Verifai Apps; ● Verifai Widgets; ● Verifai Addons; ● Verifai Software; ● Verifai Demo Environments; ● Verifai Example Projects.
Verifai Service Status	means the monitoring reports with Monthly Uptime Percentage for any of the Verifai Products and Services, available at https://status.verifai.com .
Wire Transfer	means any transaction carried out on behalf of the Customer to Verifai through a financial institution.
Working Hours	means 09:00 to 17:00 (Amsterdam time) on a Business Day.

2. Applicability

1. The General Terms and Conditions apply to all offers, communications and Customized Quotations of Verifai, including the Verifai Materials and any legal relationship (downloading, accessing, integrating, using and any other interaction) in which Verifai acts as a potential or actual supplier of the Verifai Materials.
2. In all situations, Verifai will reject any supplementary and/or deviating conditions made known by the Customer, unless Parties have expressly agreed otherwise in writing. If a conflict occurs between the terms in the General Terms and Conditions and any other written agreement between Customer and Verifai, the terms described in the General Terms and Conditions shall always prevail.
3. The applicability of any of Customer's purchasing or other terms and conditions is expressly rejected and not applicable to the Agreement.
4. The Agreement shall supersede all previous agreements between Parties relating to the same subject-matter.
5. Verifai reserves the right to amend, revise or change the Agreement from time to time by giving at least thirty (30) days written notice to the Customer via email or via the Verifai Dashboard, after which continuous use of the services provided under this Agreement is deemed to constitute acceptance to the updated provisions. Only Verifai is entitled to make unilateral changes to the Agreement.
6. The conclusion of the Agreement does not implicate any exclusivity for Verifai.
7. Article 6:254 of the Dutch Civil Code (Burgerlijk Wetboek) is not applicable to any third-party clauses in the Agreement, except where the third party concerned is an affiliate of Verifai.

3. Registration

1. The Verifai Products and Services are not offered and available to consumers except specific Verifai Products and Services which are specifically designed, developed and communicated by Verifai for direct sales or use by consumers.

2. The Customer shall create an Account at the Dashboard in order to be able to retrieve and provide information, retrieve and provide payment information, download invoices and bills, check statistics, insights and other relevant information, and allow access to and use of Verifai Products and Services, including Checks, the Dashboard, and the Platform, during the term of the Agreement.
3. The Customer guarantees that all information provided in the Account is complete, accurate and truthful at any time. The Customer shall keep the login information for its Account secure, and provide this information on a need-to-know basis within its organization. The Customer is responsible for all use that takes place under its Account.
4. The Customer shall not use the Verifai Products and Services, nor create an Account at the Dashboard, for the purpose to perform Criminal Activities or to offer products and services which are stated in Verifai's Prohibited and Restricted Products and Services List (<https://www.verifai.com/en/prohibited-and-resitricted-services/>).

4. Provision of Offers

1. All Customized Quotations, offers and any other communications of Verifai are subject to confirmation by Verifai, unless Verifai has indicated otherwise in writing.
2. The Customer guarantees that the information that it has provided or that has been provided on its behalf to Verifai and on which Verifai has based its Customized Quotation or offer is accurate and complete.
3. Verifai is not bound to obvious mistakes or errors in the Offer.

5. Fees

1. Only the Fees communicated through the Dashboard, the Verifai App or the mutually signed Customized Quotation apply to the named Verifai Products and Services. The Customer cannot derive any rights under any circumstances from different pricing that is communicated via other channels than the Dashboard, Verifai App or the mutually signed Customized Quotation.
2. All Fees are exclusive of Taxes and other levies imposed by the government.
3. All Fees are in euros (EUR), unless the Parties have agreed otherwise in writing.
4. The Fees are non-refundable, unless otherwise agreed.
5. The Customer may not derive any rights or expectations from a Fee estimate or budget issued by Verifai, unless the Parties have agreed otherwise in writing.
6. Verifai shall be entitled to annually increase its Fees to adjust for Inflation to a maximum of last year's published Inflation or 5% (percent), unless Parties have expressly agreed otherwise in writing.
7. Verifai shall announce adjustments to the Fees with at least a 30 (thirty) days written notice to the Customer via email or via the Verifai Dashboard.
8. The Customer shall pay a Check Fee for the performance of Checks, unless the Parties have agreed otherwise in the mutually signed Customized Quotation. The Customer shall pay a Fee per sent SMS when using the SMS Service notwithstanding its fees to the telecommunication provider for the use of SMS. The fee per SMS may vary per country and mobile provider, and can change over time.
9. Verifai will charge the Customer, and Customer shall pay to Verifai any and all additional costs, fines, or penalties Verifai incurs from a governmental or regulatory body or telecommunications provider as a result of Customer's use of the SMS Services.
10. The Customer shall pay a Support Fee for Support in accordance with the Agreement.
11. If the Customer uses the Verifai Products and Services on a Test License, the Customer agrees that payment obligations shall start the moment the Test License is changed to a Paid License in accordance with the Agreement.

6. Payments

1. Verifai only supports the following Credit Cards: Visa, Mastercard, American Express, and Cartes Bancaires. Other payment methods may be available upon request.
2. The Test License can only be changed to a Paid License if valid Credit Card details are provided by the Customer and payment with Credit Card is selected in the Dashboard, unless other agreements are made between Verifai and the Customer in writing. Failure to provide valid Credit Card details does not relieve Customer from its payment obligations under the Agreement.
3. Verifai shall not accept Wire Transfer payments without written permission. Verifai will only agree on Wire Transfer payments in an official written agreement, detailing payment frequencies and any additional provisions, signed by both parties. If the Customer pays the invoiced amount via Wire Transfer, Verifai has the right, under any circumstances, to transfer the unsolicited payment back to the originating bank account number. The payment obligation of the Customer remains enforced until payment of the invoiced amount has been fulfilled by an approved payment method.
4. Only if Verifai and Customer agreed on Wire Transfer, either upon changing the Trial License to a Paid License or agreed on another moment, an invoice will be sent to the billing email address specified by the Customer within the agreed time frequency (monthly or annually). Payment should be made within thirty (30) days after the receipt of the invoice, unless agreed otherwise by both parties in writing. The received value date as stated on the bank account of Verifai is regarded as the date of payment.
5. If payment is not performed in time, the Customer shall be immediately in default without demand or notice of default being required, and Verifai has the right to suspend the provision of all Verifai Products and Services until the Customer has fulfilled all payment obligations. All overdue payments will accrue interest at the lesser of five percent (5%) per month; for each payment overdue, counting from the date due until fully paid. If Customer still fails to pay the amount owed after receiving a demand or notice of default, Verifai may refer the debt for collection, and the Customer shall reimburse Verifai for all costs incurred in collecting any overdue payments and related interest, including, without limitation, collection agency fees, attorneys' fees, legal costs and court costs.
6. If a payment via Wire Transfer results in additional bank charges for Verifai, then Verifai has the right to charge the Customer for these additional costs.
7. The Customer shall effect payment of amounts due within a 30-day period after the date of invoice, unless agreed otherwise in writing. The Customer shall not be entitled to suspend any payments or to set-off any amounts due.

8. Payments made by the Customer shall first of all serve to settle any payable interest and costs and subsequently the longest outstanding payable invoices, even if the Customer should state that the payment is related to a subsequently sent invoice.
9. In the event of a bona fide dispute with regard to the invoiced amounts, the Customer shall send a notice of such dispute to Verifai within 14 days after receipt of the relevant invoice, stating the disputed amount and the reasons for disputing it. Where the Customer disputes the amount of an invoice, such dispute shall not suspend the fulfilment of the payment obligation within the 30-day period. The parties shall enter into reasonable negotiations regarding the disputed amount. If Verifai reasonably believes the dispute is justified, Verifai shall provide a credit invoice and refund the disputed amount.

7. Invoicing

1. The Customer shall pay the invoices sent by Verifai for using the Verifai Products and Services in accordance with the terms set out in this Agreement, the Dashboard or the Customized Quotation.
2. The License Fee will be invoiced monthly in advance, from the start day of the Paid License.
3. The Check Fee will be invoiced monthly in arrears, from the start day of the Paid License, based on the Checks performed in the previous month, immediately after the 1-month period has ended, unless other arrangements have been made between Customer and Verifai in writing.
4. If the Customer does not perform any Checks in any given period, no invoice will be sent to the Customer for the Check Fee, unless other arrangements have been made between Customer and Verifai in writing.
5. The Support Fee and other Fees will be invoiced monthly in arrears, unless other arrangements have been made between Customer and Verifai in writing.

8. Licenses

1. Verifai hereby grants the Customer a limited, non-exclusive, non-transferable, royalty-free license to use the Site, Platform, Dashboard, Documentation made available by Verifai solely for the purpose of using the Verifai Products and Services in accordance with the terms in the Agreement and the applicable usage instruction communicated to the Customer from time to time.
2. The Customer must obtain a Test License or Paid License for use of the Verifai Products and Services, and shall not use the Verifai Products and Services without a valid license.
3. If Customer has been granted a Test License, Customer shall use the Test License only in a non-production environment and during the Trial Period.
4. The Customer is only entitled to apply for a Test License once.
5. The Test License can be used for an unlimited number of Checks, subject to Fair Use.
6. A Test License will be automatically changed to a Paid License in the following events:
 - a. Upon expiry of the Trial Period unless the Customer will terminate its use of the Verifai Products and Services at the end of the Trial Period.
 - b. Upon written request by the Customer;
 - c. Upon use of the Verifai Software and Services for other purposes than implementation and testing purposes. Other purposes include use in production by End-users.
7. If the Customer has failed to provide all required payment information including Credit Card details in its Account prior to the change to a Paid License, Verifai may suspend its performance of the Verifai Products and Services until all required information is provided. Failure to provide all required payment information does not relieve the Customer from its payment obligations under the Agreement.
8. Verifai may offer the Customer the opportunity to implement Verifai Products and Services in demo applications, subject to a Fair Use policy. If agreed in the Agreement, Verifai will not charge the Customer the License Fee for the Paid License that is required for the use of the Verifai Products and Services in demo applications.
9. If the Customer misuses the number of Checks as specified in the Fair Use policy of the 'non-chargeable' Paid License based on demonstrable grounds, the 'non-chargeable' Paid License will immediately be withdrawn, and the Account will be suspended. Verifai has the right to invoice the Customer the Check Fee for the Checks performed by the Customer in the month when the misuse of the Fair Use policy has occurred, without prejudice to its other rights under the Agreement.
10. Verifai may, at its sole discretion, terminate or suspend an Account or a license, including the Test License or Paid License, with immediate effect upon prior notice in the event of an actual or suspected breach of the Agreement or applicable laws and regulations by Customer, or a third party claim that the Verifai Products and Services, or the use thereof by the Customer, is in violation of such third party's (intellectual property) rights, without prejudice to its other rights under the Agreement.

9. Account Inactivity

1. The Customer has the right, unless otherwise agreed in the Customized Quotation, to pause its use of the Verifai Products and Services at any time by informing Verifai in writing or by no longer performing Checks with the Verifai Products and Services. In such event, the License Fee will not be due and payable as from the next monthly period.
2. The Customer can resume its use of the Verifai Products and Services at any time by informing Verifai in writing or by performing a Check within a maximum of thirteen (13) months in accordance with Article 10.4 of these General Terms and Conditions. In such event, the License Fee will be due and payable as from the date the Customer informed Verifai or the date of the Check, whichever occurs first.
3. An Account is deemed to be inactive when no Checks are performed for at least thirteen (13) months. In case of inactivity, Verifai has the right to withdraw the Paid License and terminate the Account. Verifai will never withdraw a Paid License and terminate an Account due to inactivity without first contacting the Customer several times, ultimately terminating the Account if Verifai has not received information from the Customer within thirty (30) days following the first correspondence relating to inactivity.

10. Customer Obligations

1. In order to facilitate the proper execution of the Agreement by Verifai, Customer shall at all times provide Verifai with information that Verifai deems to be useful, necessary and desirable and give its full cooperation in a timely manner. Verifai may suspend the performance of its obligations if such information or cooperation is not timely provided until the Customer has provided the information or cooperation, and/or charge additional Fees resulting from such delayed information or cooperation.
2. Verifai may update the Verifai Products and Services and continue to provide the Verifai Products and Services using a new or modified version. The Customer shall implement any Updates, Upgrades, modifications, replacements or enhancements to Verifai Products and Services which are made available by Verifai to Customer within three (3) months after the release of the Updates, Upgrades, modifications, replacements or enhancements. If such Updates, Upgrades, modifications, replacements or enhancements result in a material change in the Verifai Products and Services, Verifai shall inform the Customer about the matter as soon as possible. The Customer may in this case give notice of termination (*opzeggen*) of the relevant product or services that is part of the Verifai Products and Services, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies.
3. Under any circumstances, Verifai holds the right and is entitled to withdraw the support of specific Verifai Products and Services versions at any time. The Customer shall implement Updates, Upgrades, modifications, replacements or enhancements to Verifai Products and Services which are made available by Verifai to the Customer as soon as possible if Verifai withdraws the support of specific Verifai products and Services version, and terminate its use of the end-of-life version.
4. The Customer shall never use Verifai Products and Services for the purpose to perform Criminal Activities. Failing to do so obligates the Customer to pay a fine of € 5,000 (in words: five thousand euros) per event, increasing by €1.000 (thousand euros) for every day the Customer continues to be in violation of this obligation. This fine shall not affect any other rights of Verifai, including the right to claim for additional compensation. Article 6:92 Dutch Civil Code is excluded.
5. The Customer is solely responsible for the use of the Verifai Products and Services, including the Checks, by both the Customer and the End-users. In the relationship between the Parties, any act or omission of the End-user shall be deemed to be considered as an act or omission of the Customer.
6. The Customer warrants and guarantees to Verifai that the use of the Verifai Products and Services in accordance with the Agreement, both online and offline, is permitted under all relevant local, national and international laws and regulations, and that it will perform its rights and obligations under the Agreement in accordance with all relevant local, national and international laws and regulations. If the Customer becomes aware of any change in laws or regulations that is relevant for the performance of the Agreement by either Party, it will immediately inform Verifai thereof.
7. The Customer is responsible for obtaining any necessary (export) permits, approvals and licenses required for the delivery and use of the Verifai Products and Services, unless explicitly otherwise agreed.
8. If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the Agreement, the Customer shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of Verifai. Verifai shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of these facilities, unless the Customer is able to demonstrate that these losses or costs are the result of intentional acts or deliberate recklessness on the part of Verifai.
9. If Verifai carries out activities on the Customer's business premises, the Customer shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Customer shall notify the employees deployed by Verifai of any applicable company rules or security rules prior to the commencement of the activities.
10. The Customer is solely responsible for any required integration or implementation of the Verifai Products and Services in its software, applications, IT systems and other business processes, unless otherwise agreed in writing.
11. The Customer must comply with the Documentation and Verifai's instructions for use, implementation, and integration of all Verifai Products and Services.
12. The Customer is solely responsible for the security of its data, IT systems and environment. The Customer shall, at its own expense and costs, take all security measures necessary to comply with the organizational and technical requirements in accordance with the industry standards and the GDPR. The Customer is obligated to use up-to-date technologies to protect the Personal Data and other Confidential Information captured, processed and stored by the Verifai Products and Services, Dashboard or Platform against disclosure, loss, unauthorized access or any form of unlawful Processing. The Customer guarantees the availability and accuracy of the data. These measures shall include, but are not limited to:
 - a. Passwords, tokens and other user login information shall be kept confidential;
 - b. Only authorized individuals have access to the Verifai Materials;
 - c. Protect Personal Data and Confidential Information against unlawful or unauthorized access, storage, Processing, destruction, and accidental loss or alteration;
 - d. Ensure that IT systems are configured and designed in accordance with the 'privacy by design' and 'privacy by default' principles;
 - i. The Customer shall never use the Verifai Products and Services on jailbroken, rooted, manipulated or vulnerable device(s).
 - e. Guarantee a secure and encrypted network connection.
 - f. Performance of regular data back-ups.
13. The Customer shall conduct annual vulnerability assessments and penetration testing in order to ensure that its implementation of the Verifai Products and Services are secure.
14. The Customer allows Verifai reasonable access (free-of-charge) to Customer's systems to perform diagnostics and maintenance, including remote access, upon substantiated request by Verifai.
15. The Customer shall not use the Verifai Materials to perform as a managed service resell the Verifai Materials without express written consent of Verifai.

11. Support

1. Verifai provides regular support on the Site and Documentation or via email on Business Days and during Working Hours. Supported helpdesk languages are English and Dutch. Documentation and other relevant information on the Site are available in English. The Site will contain most relevant information.
2. Verifai will provide the Customer, based on best efforts, information about the implementation, integration and/or use of the Verifai Materials. However, Verifai will not be obligated to provide support to the Customer for the integration, implementation and/or use of the Verifai Materials by the Customer, unless Verifai has expressly agreed in writing in the Customized Quotation.
3. Verifai may, at its sole discretion, not provide support to the Customer if (i) the Customer fails to meet its obligations set out in Article 10 of the Agreement, in particular Customer's obligation to run the latest version of the Verifai Products and Services, (ii) the request for support is disproportionate in the opinion of Verifai.
4. Verifai has the right to charge a Support Fee to the Customer for customer specific support, after written approval of the Customer in writing or if agreed in the Customized Quotation.
5. The Customer will be able and shall be encouraged to report errors and malfunctions of Verifai Products and Services in a Ticket to Verifai immediately after discovery. Verifai will make best efforts to solve the error(s) and/or malfunction(s), based on priority and complexity, as soon as possible after the error(s) and/or malfunction(s) are reported to Verifai by creating a Ticket. The Customer cannot derive any rights regarding a time window when the Ticket will be processed and resolved.
6. Verifai will not be obligated to maintain, plan, modify or add certain functionalities, modifications or changes to Verifai Products and Services especially or specifically on demand of the Customer, unless Verifai has expressly agreed so in writing in the Customized Quotation. In such cases, Verifai may charge Customer a Fee for such services. Verifai may also charge a Support Fee if support is required as a result of user errors or improper use on the part of the Customer.
7. The Customer cannot, under any circumstances, determine or influence the roadmap and the priority of functionalities on the roadmap for Verifai Products and Services. The Customer cannot derive any rights, under any circumstances and any rights, from information shared by Verifai to the Customer about the roadmap, projects and planning of functionalities and Verifai Products and Services.

12. Service Level

1. Service levels shall only be applicable if the Parties have agreed service levels in the Agreement.
2. Verifai will guarantee a Monthly Uptime Percentage of at least 99.5% for each of the Verifai Products and Services, Platform and Dashboard. If the Monthly Uptime Percentage of a Single Verifai Service in a calendar month is lower than 99.5%, Customer may be entitled to a Service Credit. The Service Credit amount for a Single Verifai Service is maximized at 15% of the Fees payable for the Single Verifai Service for the month the Monthly Uptime Percentage was not met, and will be discounted on a future invoice only if the conditions set out in Article 13.1 of this Agreement are met.
3. To apply for the Service Credit(s), the Customer must submit a Ticket within 10 (ten) days after the month in which the Unavailable Time occurred. Service Credits will only be processed if the following information is included in the Ticket:
 - a. The words "SLA claim" should be the subject of the email;
 - b. The email must include the Verifai Customer Number;
 - c. The email must include the date and time during which the Unavailable Time Customer wants to request a Service Credit for occurred;
 - d. The email must include a description of the Verifai Services which were affected;
 - e. The email must include any other applicable information that documents the claimed Unavailable Time of Verifai Service(s).If the Customer fails to comply with the requirements set out in this Article, the Customer forfeits its right to receive Service Credit(s).
4. All possible grounds for compensation for Unavailable Time or not meeting the Monthly Uptime Percentage are covered by the Service Credit(s). No other remedies apply or can apply and Customer waives any other grounds for compensation.
5. Verifai is not responsible for any costs, expenses or any other loss due to unavailability of the Verifai Materials caused by an Outage.
6. Under specific exclusions, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Verifai Products and Services, Platform or Dashboard, or any other performance issues related to the Verifai Products and Services, Platform or Dashboard. These exclusions are:
 - a. Force majeure and any other factors outside Verifai's reasonable control (e.g., DDoS attacks), including Outage;
 - b. Results from any actions or inactions (e.g., not meeting the obligation to timely implement Updates or Upgrades) of Customer and/or any third-party other than Verifai or Verifai's subcontractors;
 - c. Unavailable Time caused by any (third party) software, applications, hardware or other technology other than Verifai's equipment or equipment that is used within Verifai's direct control, including caused by Third-Party Applications and Services.
 - d. Unavailable Time caused by Scheduled Maintenance, Unplanned Maintenance, problems or issues in alpha and beta versions of Verifai Products and Services, Platform and Dashboard, launching Customer releases or Verifai features and products which are not generally available, such as end-of-life products and/or services.
7. If the Customer's daily consumption increases by more than 25% compared to the daily average of the previous week and Verifai has not received a written warning at least three (3) days prior to this increase, Verifai will no longer guarantee the Monthly Uptime Percentage, and has the right to deviate from the Monthly Uptime Percentage and performance as agreed in the Agreement with the Customer to limit the impact on other Verifai customers.

13. Maintenance

1. Verifai may perform Scheduled Maintenance from time to time. Verifai uses all reasonable efforts to avoid having Scheduled Maintenance for Verifai Products and Services during Working Hours. If Scheduled Maintenance is performed under Working Hours and the Scheduled Maintenance affects the direct use of Verifai Products and Services, Verifai will provide the Customer as much notice as practically possible via email or Dashboard. Verifai shall plan Scheduled Maintenance in such manner and if possible, on such date and time to minimize the potential number of affected potential Checks for all the Customers.

14. Data Processing Agreement

1. Verifai may process Personal Data on behalf of Customer in the context of the Agreement. Insofar as Verifai processes Personal Data on behalf of Customer within the context of this Agreement,
 - a. Parties have determined that Customer qualifies as Controller of the Processing of Personal Data and Verifai as Processor;
 - b. Parties have agreed on the arrangements in this Article and other Articles in these General Terms and Conditions relating to the Processing by Verifai on behalf of the Customer, which jointly qualify as a Data Processing Agreement as described in article 28 (3) of the GDPR.
2. Insofar as Verifai will process Personal Data as a Controller, it will process personal data in accordance with the privacy policy available on the Site (<https://www.verifai.com/en/privacy-policy/>).
3. Verifai shall process Personal Data solely on the written instructions of Customer, for the purpose of performing the Agreement, in particular for the performance of Checks. Details of the Processing are specified in the security policy on the Site (<https://www.verifai.com/en/security-policy/>). If at the discretion of Verifai an instruction is in contradiction with a legal provision to which the Processing is subject, Verifai will not be obliged to comply with such instruction, and Verifai will notify the Customer prior to the Processing, unless a legal provision prohibits this notification. In case Verifai must provide Personal Data in accordance with a legal obligation, it will notify the Customer immediately, and if possible, prior to the provision.
4. Verifai will ensure that only Authorized Personnel as defined in Article 15 will process Personal Data.
5. Verifai will take appropriate technical and organizational measures to ensure that the Processing fulfils the requirements of the GDPR and the protection of the rights of the Data Subject. The measures will ensure a security level of the Personal Data adjusted to the nature of the Processing and the risks, and include the Security Measures described on the Site (<https://www.verifai.com/en/security-policy/>).
6. Verifai informs the Customer without undue delay, and within 72 (seventy-two) hours after Verifai becomes aware of a Personal Data Breach. The notification of Verifai will contain the information referred to in article 33(3) of the GDPR to the extent reasonably available. Each party bears its own direct and indirect costs associated with the report and handling of Personal Data Breaches, including those associated with notifying the competent supervising authorities and Data Subject(s). The Customer is solely responsible to notify the competent data protection authority and End-user(s) in case of a Personal Data Breach caused by Verifai.
7. Verifai shall fulfil the requirements of the GDPR and any other mandatory legislation that applies in the Netherlands concerning the processing of Personal Data, including but not limited to the assistance to the Customer to achieve compliance with the obligations under articles 32 through 36 of the GDPR or to respond to requests or investigations of a competent data protection authority, taking into account the nature of the Processing and the information available to Verifai. Verifai may charge a Fee for such assistance.
8. Verifai will not retain Personal Data longer than necessary for the purpose of the Processing, unless required to meet a statutory retention term. The Customer is fully responsible and liable for the determination of the data retention period of Personal Data from the End-users processed by Verifai Products and Services. Verifai shall provide Customer the functionality to determine the data retention period of Personal Data Processed by Verifai Products and Services.
9. Verifai does not process Personal Data outside the European Union, unless described in the Privacy Policy published on the Site (<https://www.verifai.com/en/privacy-policy/>), or unless Parties have expressly agreed in writing.
10. The Customer hereby provides Verifai with a general authorization to engage sub-Processors. Verifai shall impose the same obligations on the sub-Processor as set out in this Article. A list of Sub-Processors is included in the security policy (<https://www.verifai.com/en/security-policy/>). If Verifai will add any Sub-Processor to the list, it will notify the Customer. If the Customer does not agree with the addition, it has the right to terminate the Agreement within 30 days upon notification by Verifai.
11. When Customer directly engages a (sub-)Processor other than Verifai to perform Processing, whereby such (sub-)Processor will use the Verifai Products and Services for Processing activities, the Customer is fully liable and responsible for drafting and signing a data protection agreement with such party in accordance with the GDPR. The Customer shall indemnify and defend Verifai against all Claims, fines and costs that are indirectly or directly caused by Customer's violation of the provisions under this Article.
12. Verifai provides reasonable assistance to the Customer for the compliance with its duty to answer requests concerning the execution of the rights of the Data Subject as determined in Chapter III of the GDPR, and will forward any requests of Data Subjects relating to the Processing that are received by Verifai. Verifai may charge a Fee for such assistance.
13. After expiry or termination of the Agreement, Verifai will either return the Personal Data within thirty (30) days to the Customer or destroy all Personal Data, at the choice of the Customer. Verifai will destroy any existing copies of the personal data, unless applicable law requires storage of the personal data.

15. Confidentiality

1. Both Parties may disclose valuable Confidential Information to each other relating to their operations and business for the purposes of requesting or providing an offer, evaluating a potential business relationship or the performance of the Agreement (the "Purpose").
2. The receiving Party, except as expressly provided in the Agreement:
 - a. shall not disclose the disclosing Party's Confidential Information to anyone without the disclosing Party's prior written consent;
 - b. shall not use, or permit others to use, Confidential Information for any other purpose other than the Purpose;
 - c. will hold the disclosing Party's Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the receiving Party employs with respect to its own confidential materials) and avoid unauthorized disclosure;
 - d. shall restrict possession, knowledge, development and use of the Confidential Information to its employees, officers, directors, legal advisors and entities controlled by it (collectively "Authorized Personnel") who have a need to know Confidential Information in connection with the Purpose, and provided that such Authorized Personnel is bound by a non-disclosure agreement or similar written confidentiality arrangements with the receiving Party that contains terms and conditions that are no less restrictive than the terms in this Agreement, and have been advised of the confidential nature of the Confidential Information;
 - e. shall refrain from copying the Confidential Information, except as required in furtherance of the Purposes or as backup for disaster recoveries, in each case subject to the accurate reproduction of all proprietary legends and notices located in the originals;

- f. shall notify the disclosing Party promptly and in writing on the existence of circumstances concerning any unauthorized knowledge, disclosure, possession or use of Confidential Information.
3. In the event that receiving Party is required by applicable law or by binding order of competent governmental entity or by a court order from a competent court to disclose any Confidential Information, Parties acknowledge that the receiving Party does not violate this Agreement by providing such Confidential Information, provided that the receiving Party
 - a. provides, to the extent permitted by applicable law or order, prompt written notice hereof to the disclosing Party in order to enable disclosing Party to seek a protective order or otherwise prevent such disclosure;
 - b. shall consult, to the extent permitted by applicable law or order, with the disclosing Party in an attempt to agree on the form, content and timing of such disclosure;
 - c. shall disclose only such of the Confidential Information as is required to comply with such legal requirement or order. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.
4. Neither disclosure of Confidential Information, nor the Agreement, shall be construed as:
 - a. requiring a Party to disclose or accept Confidential Information;
 - b. using or selling the Confidential Information or products derived therefrom;
 - c. granting to the other Party any rights by license or otherwise, express or implied, under any patent, trade secret or other intellectual property right in the Confidential Information, now or hereafter obtained or licensable by the disclosing Party. The receiving Party acknowledges that Confidential Information is proprietary and/or trade secret information of the disclosing Party.
5. The parties' obligations hereunder shall survive and continue in effect with respect to any Confidential Information for a period of three (3) years upon termination of the Agreement.
6. Where the Confidential Information constitutes a trade secret, the receiving party's obligations with respect to that trade secret shall continue indefinitely until such Confidential Information no longer constitutes a trade secret under applicable law. Within ten (10) business days after termination of the Agreement and at the disclosing party's option, the receiving party shall promptly return or destroy all documents and Confidential Information and any copies of such Confidential Information in whatever form and provide the disclosing party with a written notice certifying such return or destruction.
7. The parties may retain one (1) copy of that Confidential Information for the purposes of and for so long as required by any law or regulatory requirement, judicial or administrative process, or its legitimate internal compliance procedures, which shall continue to be governed by this agreement.

16. Audit

1. At the reasonable request of the Customer, Verifai will make data available to demonstrate its performance of the obligations as detailed in this Agreement. Once a year, Customer shall have the right to commission an independent registered auditor to perform an audit or similar type of check to verify compliance with the Agreement to the extent that such compliance could not be verified by requesting Verifai to provide data. If Customer wishes to invoke its audit right, it shall notify Verifai in writing timely in advance, specifying the proposed scope of the audit, the proposed time and data, and the proposed auditor. Verifai may reject a proposal in part or in full, or set additional requirements of a procedural and organizational nature provided that these requirements do not structurally impede the audit.
2. Verifai shall provide the auditor any reasonable assistance, access and information required for the performance of the audit.
3. The Customer shall ensure that any version of the audit report is shared with Verifai upon receipt by the Customer.
4. If the Customer uses the right to perform an audit of Verifai, the Customer will bear the direct and indirect costs and expenses of the auditor. Verifai may charge a Fee for its cooperation with the audit.

17. Intellectual Property

1. Verifai and, if applicable, its licensors own the (intellectual) property rights of Verifai Materials and the Confidential Information shared by Verifai. No transfer of (intellectual) property rights shall take place as a result of the performance of the Agreement.
2. The Customer hereby grants Verifai the right to use, at Verifai's sole discretion, the Customer's Marks, domain names, use cases, and other distinctive brand features and materials in Verifai's presentations, marketing materials, Customer lists, use case explanations on the Site, financial reports, Site listing (including links to Customer's site) for the purpose of demonstrating Customer's use of the Verifai Materials.
3. The Customer shall not reverse-engineer, decompile, or disassemble any Verifai Materials and shall not infringe Verifai's intellectual property on other notice of ownership from any originals or copies of the Verifai Materials or any other Confidential Information it obtains from Verifai in any other way.
4. Verifai shall indemnify, defend and hold Customer harmless for all Claims that use of the Verifai Products and Services by the Customer infringes the intellectual property rights of a third party in the Netherlands, provided that the Customer has promptly informed Verifai in writing upon becoming aware of the claim, provides all reasonable assistance to Verifai in handling the Claim, and does not make any statements relating to the Claim.
5. If Verifai receives information about an infringement related to the Verifai Materials, Verifai may, in its sole discretion, and at no costs of the Customer, modify the Verifai Materials so that infringements or misappropriate use will no longer occur, obtain a license, or terminate the Agreement in full or in part.
6. The indemnification obligations in this article do not apply to the extent a Claim arises from or relates to:
 - a. the failure to timely implement Updates, Upgrades, modifications, replacements or enhancements to Verifai Products and Services which made available by Verifai to Customer;
 - b. the use and/or integration or implementation of Verifai Products and Services in combination with another product or service which is not provided by Verifai;
 - c. any Updates, Upgrades, modifications, replacements or enhancements of the Verifai Products and Services not provided by Verifai;
 - d. the Customer's breach of the Agreement;
 - e. the use, implementation or integration of third-party application;

- f. data provided or made available by the Customer in the context of its use of the Verifai Materials, including Personal Data and Confidential Information.

18. Liability

1. Verifai shall only be liable for its own acts or omissions and not for the acts or omissions of Customer, End-users or any third parties, other than sub-contractors or sub-Processors engaged by Verifai for the performance of the Agreement.
2. The total liability of Verifai under the Agreement towards the Customer for breach of the Agreement, tort or under any other legal theory in any calendar year is limited to a maximum amount of the total Check Fees paid by the Customer to Verifai calculated up to 12 months preceding the month in which the event occurred.
3. Neither Party shall not be liable for breach of contract, tort or under any other legal theory for any loss of profit, business contracts, revenues, missed or anticipated savings, damage to good name, loss of data, or any special, indirect, direct or consequential damages.
4. The limitations and exclusions of liability in this Article do not apply in the event of fraud, intent or gross negligence by a Party or its board members.
5. The Customer shall indemnify, defend and hold Verifai harmless under all circumstances, without any limitation and at any time, for all Claims, including claims of End-users or Claims from providers of Third-Party Applications and Services, or resulting from a breach by the Customer of the Agreement or applicable law.
6. The provisions of this clause and all other limitations and exclusions of liability referred to in these terms of sale shall also apply for the benefit of all natural persons and legal entities that Verifai engages in the performance of the Agreement.

19. Warranties

1. Unless expressly otherwise provided in the Agreement, Verifai will perform its obligations under the Agreement on a best effort basis, and all Verifai Materials are made available on an "as-is" and "as-available" basis. Verifai makes and has made no warranties to Customer, whether express, implied or statutory, with respect to the Verifai Materials, and Verifai expressly disclaims any implied warranties to Customer on the fitness for a particular purpose, non-infringement or intended use.
2. Verifai operates as an identity verification services provider and expressly does not guarantee that the Verifai Materials will be secure, error, bug-free or free from interruptions.
3. Verifai expressly does not guarantee that the Documentation will cover, in part or in whole, all valid documents issued by countries and organizations. Verifai is entitled to add, change, or revoke supported documents as part of the Documentation at any time, without prior notice to the Customer.
4. The Customer represents and warrants that the Customer is a legal entity and has the legal power to enter into the Agreement. In case of any misrepresentation by Customer in regard to the aforementioned confirmation, Verifai reserves the right to terminate the Agreement immediately, without notice and without being liable for any damages or costs related to such termination.
5. The Customer represents and warrants that all information provided to Verifai, including any phone number provided for the SMS Service, is complete, accurate, non-infringing, and truthful, and that the use of the Verifai Materials is in compliance with applicable laws and regulations. The Customer is solely responsible for the use of the outcome of the Checks.

20. Term and termination

1. The Agreement enters into force from the Effective Date.
2. The Customer can terminate the Agreement only by terminating the Account. The Account can be terminated by sending a request to privacy@verifai.com. All requests will be processed within thirty (30) days.
3. Verifai is entitled to terminate the Agreement or provision of certain Verifai Materials at any time and with immediate effect by notifying the Customer in writing via email or the Dashboard, if Verifai reasonably considers that Customer's use of the Verifai Materials is contrary to applicable law and/or regulation, public order and morality, or breaches the terms and conditions of the Agreement. If a breach is capable of being remedied, Verifai will provide the Customer a reasonable term of maximum thirty (30) days to remedy its breach. If the Customer has not remedied the breach within this term, Verifai may terminate the Agreement with immediate effect in part or in full.
4. Verifai may terminate the Agreement in writing, without notice of default being required and with immediate effect, if the Customer is granted a moratorium, a provisional or petition for bankruptcy is filed, is liquidated or dissolved other than for restructuring or a merger of organization, or if a direct or indirect change occurs in the decisive control of the customer's company. If the Customer goes irrevocably bankrupt, its right to use the Verifai Materials shall automatically end, without termination by Verifai being required.
5. The terms in the Agreement that are meant to survive the termination of the Agreement, such as Article 19, will remain applicable after.
6. Upon termination of the Agreement, all licenses granted by Verifai will automatically terminate.
7. Unless explicitly otherwise provided in the Agreement, termination does not affect any rights and obligations accrued prior to termination, including the payment obligation of Customer for Verifai Products and Services, including Checks and support, that have already been performed prior to termination, unless and to the extent the Customer demonstrates that Verifai was in default in the performance of specific Verifai Products and Services. The Customer receives an invoice for the outstanding Fees at the end of the billing cycle.

21 Force Majeure

1. Neither Party shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure means the circumstances described in article 6:75 of the Dutch Civil Code, and includes force majeure with respect to a subcontractor of Verifai.
2. Either Party shall have the right to terminate the Agreement in writing if a force majeure event continues for more than ninety (90) consecutive days. In such an event, everything that has already been performed under the Agreement shall be paid for on a proportional basis without the Parties owing each other anything else.

22. Miscellaneous

1. The Customer may integrate, implement, link or otherwise use the Verifai Products and Service in combination with Third-Party Applications and Services. The Customer is solely responsible to comply with the Agreement and the agreement which are applicable to the Third-Party Applications and Services. Verifai will, under any condition, have no liability in connection therewith.
2. Verifai may look for Customer's help with testing new Verifai Products and Services or new features and functionalities in alpha and beta versions, in which case the provisions of the Agreement apply. Verifai will request the Customer whether it would like to do so in writing. All alpha and beta versions are made available for testing and use on an "as is" and "as available" basis. Verifai may discontinue alpha and beta versions at any time and in its sole discretion. The Customer cannot derive any rights from and during testing of alpha and beta versions, to the extent permitted under Dutch law.
3. Verifai reserves the unilateral right to change the functionalities, features, or characteristics of the Verifai Materials from time to time, provided that such change does not materially or adversely affect the Customer's use of the Verifai Materials. Any such changes shall be made by Verifai in accordance with the terms stipulated in the Agreement. If a change does materially or adversely affect Customer's use of the Verifai Materials, the Customer may give notice of termination of the Agreement within 30 days upon notification by Verifai, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies. Termination will take effect on the date on which the change takes effect.
4. Where the Agreement requires a notification or document to be in writing, this includes a notification or document in electronic form, unless an Article explicitly requires otherwise. The Parties shall send any notice or communication in writing by email or to the designated address of the relevant Party as mentioned in the Account, Dashboard or Customized Quotation if an email is not sufficient and delivery shall be by hand making use of a mail company or courier.
5. None of the rights or obligations under the Agreement may be assigned or transferred by the Customer without the prior written consent of Verifai. Verifai may assign or transfer its rights or obligations under the Agreement upon prior notice to the Customer.
6. Nothing contained in the Agreement shall be deemed to constitute either Party a partner, joint venture or employee of the other Party for any purpose.
7. If a court declares Articles from the Agreement null or invalid, the other Articles in the Agreement shall remain fully in force and Parties shall discuss if and how the invalid Article can be replaced by an equivalent provision.
8. All timelines and (delivery) dates agreed or specified by Verifai shall be target dates. Verifai shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible.
9. The mere fact that an obligation, service level or (delivery) date, final or otherwise, specified by Verifai or agreed between the Parties has not been met, shall not mean that Verifai is automatically in default. Verifai shall only be in default if the Customer has given written notice of default giving Verifai a reasonable term of at least 30 days to perform and Verifai either fails to cure its breach within such term or fails to propose an alternative reasonable term for remedying the breach within this term. The notice of default must contain a description of the breach that is as comprehensive and detailed as possible, in order to ensure that Verifai has the opportunity to respond adequately.
10. Verifai may engage subcontractors for the performance of the Agreement without prior written permission of the Customer, subject to its obligations under Article 14 (data processing agreement). Verifai will be responsible for the performance of the Agreement by its subcontractors.

23. Laws and Jurisdiction

1. The Agreement is construed under and is governed by the laws of The Netherlands without regard to the conflicts of law provisions thereof.
2. The Parties irrevocably agree that the District court Noord-Nederland, location Groningen, the Netherlands shall have exclusive jurisdiction to settle any dispute or Claim that arises out of or in connection to the Agreement, without prejudice to the right of Verifai to initiate arbitration proceedings to settle a dispute or Claim at the NAI or SGOA. In such an event, the place of arbitration will be Groningen, the language will be English, and there will be one arbitrator or three arbitrators.