

## VERIAM SITES & SERVICES TERMS AND CONDITIONS

Last updated on: 22 October 2024

These Terms govern access to and use of the VERIAM (“Veriam”, “we”, “our” or “us”) websites, products, and services (collectively, the “Site”) by individuals or entities who are any of the following (collectively, “you” or “your”):

- general website visitors to [getveriam.com](https://getveriam.com) and/or other URLs owned or operated by Veriam (each a “Website Visitor”);
- subscribers or licensees to one or more of our products or services (the “Services”) (each, a “Customer”); and
- users of the Services and other Veriam Service end users (each, a “User”).

By using the Site, you accept these Terms (whether on behalf of yourself or a legal entity you represent) and accept that all Services, unless stated otherwise are classified as Beta. There is the possibility for you to make additional arrangements with us on the basis of a Premium SLA. This Premium SLA may contain agreements that differ from these Terms. The Premium SLA will prevail over these Terms.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE AND/OR SERVICE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

## 1. Application of terms

- 1.1. These Terms apply to your use of the Service. By accessing and using the Website and Service:
  - I. you accept and agree to be bound by these Terms; and
  - II. where your access and use are on behalf of another person (e.g., a company), you confirm that you are authorized to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2. If you do not agree to these Terms, you are not authorized to access and use the Service, and you must immediately stop doing so.
- 1.3. If the processing of Data (as defined below) is governed by the GDPR (as defined below), the additional terms in the Data Processing Addendum (as defined below) also form part of these Terms.
- 1.4. These Terms are a standard set of provisions and are for the purpose of doing business with all parties using the Services. There is the possibility for you to make additional arrangements with us on the basis of a Premium SLA. This Premium SLA may contain agreements that differ from these Terms. The Premium SLA will prevail over the Terms.

## 2. About the Service

- 2.1. We provide a software platform which provides identity & access management, contracting, software licensing, subscription management, invoicing and payments, among other things .
- 2.2. We will use reasonable efforts ("*inspanningsverplichting*") to provide the Service:
  - I. in accordance with these Terms and Dutch law;
  - II. exercising reasonable care, skill and diligence; and
  - III. using suitably skilled, experienced and qualified personnel.
- 2.3. Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.
- 2.4. Subject to clause 2.5, we will use reasonable efforts ("*inspanningsverplichting*") to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or due to an event that is beyond our reasonable control. We will use reasonable efforts to publish on the Website advance details of any unavailability.
- 2.5. Through the use of web services and APIs, the Service may interact with a range of third-party service features (e.g., we may provide integration examples for using third party libraries). These examples are provided as is, we do not make any warranty or representation on the availability or performance of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third-party feature, you are not entitled to any refund, discount or other compensation.

## 3. Restrictions

- 3.1. Service providers using the Service may not offer any service that are in violation of applicable law. Also, the following sectors are explicitly excluded from using the service of us:
  - 1) Arms
  - 2) Gambling

- 3) Pornography
- 4) Tobacco & Vaping

3.2. You are responsible to immediately report any content of services that violate these terms and conditions.

#### 4. Beta Services

4.1. **Classification.** All Services, unless stated otherwise are classified as Beta. We may in addition classify certain Services or Underlying Systems, including a particular release or feature, as Beta. A Service may be generally available in some circumstances (e.g., in some countries or regions) while still classified as Beta in other circumstances.

4.2. **Nature of Beta Services.** By their nature, Beta Services may be feature-incomplete or contain bugs. We may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.

4.3. **Feedback.** Unless we otherwise agree in writing, your use of Beta Services is confidential, and you must provide timely Feedback on the Beta Services in response to our requests.

4.4. **Availability During Beta Period.** We may suspend or terminate your access to any Beta Services at any time.

4.5. **Tracking.** We may track your activity on our Website and use of the (Beta) Service for the further development and improvement of our (Beta) Services.

#### 5. Your obligations

5.1. You must:

- I. follow the configuration, integration and deployment instructions as laid out on the Website in order to use the Service;
- II. ensure the proper implementation and security of third-party libraries or features, as stated in Article 2.5;
- III. use the Service in accordance with these Terms.
- IV. not decompile, resell or make available the Service to any third party, or otherwise commercially exploit the Service, other than as intended by us.

5.2. You must provide true, current and complete information in your dealings with us (including when setting up an account) and must promptly update that information as required so that the information remains true, current and complete.

5.3. You must keep your User ID secure and:

- I. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
- II. immediately notify us if you become aware of any unauthorized use or disclosure of your User ID, by sending an email to [security@getveriam.com](mailto:security@getveriam.com).

5.4. When accessing and using the Service, you must:

- I. not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- II. not attempt to undermine the security or integrity of the Underlying Systems;
- III. not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;

- IV. not attempt to view, access or copy any material or data other than:
    - that which you are authorized to access; and
    - to the extent necessary for you to use the Service in accordance with these Terms;
  - V. neither use the Service, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
  - VI. unless with our agreement, access the Service via standard web browsers and not by any other method. Other methods include scraping, deep linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction, monitoring or input method.
- 5.5. You are responsible for procuring all licenses, authorisations and consents required for you to access and use the Service, including to use, store and input Data into the Service.
- 5.6. You indemnify us against all Loss we suffer or incur as a direct or indirect result of:
- I. your failure to comply with these Terms, including any failure of a person who accesses and uses the Service by using your User ID; or
  - II. any Loss arising from or in connection with an actual or alleged breach by you of any legal or regulatory requirements which occurs in connection with, or as a result of your use of the Service.

## **6. Fees and payment**

- 6.1. If applicable, you must pay us the Fees.
- 6.2. You will provide us with valid and up to date credit card information. If you provide credit card information to us, you authorize us to charge such credit card the Fees for all Services listed in the Order Form for each month you use the Services.
- 6.3. If you terminate your subscription during any month you use the Services in accordance with clause 17.1, you will be charged:
- I. the Base Subscription Fee; and
  - II. any additional Fees in accordance with your usage from the beginning of that billing month period through to the date of termination.
- 6.4. The Fees will be:
- I. charged in arrears in accordance with the Order Form; and
  - II. calculated based on your usage of the Services.
- 6.5. We will provide you with valid Sales Tax invoices on a monthly basis prior to the date your credit card will be charged.
- 6.6. Unless you terminate your subscription in accordance with clause 17.1. your subscription will automatically renew.
- 6.7. The Fees exclude Sales Tax, which you must pay on taxable supplies.
- 6.8. We may, by giving at least 30 days' notice, increase the Fees from time to time. We will notify you of any increase and the effective date of the increase by emailing you at the email contact address that you have most recently supplied to us. If you do not wish to pay the increased Fees, you may remove your account and terminate your right to use the Service on no less than 10 days' notice, provided the notice is received by us before the effective date of the Fee increase. If you do not terminate your account and your right to access and use the Service in accordance with this clause before the effective date of the increase, you are deemed to have accepted the increased Fees.

## 7. Modules

- 7.1. As part of the Services, we provide several modules that facilitate interaction between you and a Counterparty. To enable these modules the Counterparty and you enter into specific Agreements in this regard. When using these modules, the Counterparty and you are bound by the Terms, insofar as applicable.
- 7.2. **Agreements between parties.** We provide modules that, among other things, facilitate entering into Agreements between you and a Counterparty (e.g., Service Providers, Consumers or End users) based on specific legal arrangements mutually agreed between the two parties. We are not a party to the Agreements, unless specified otherwise by us. We are only accountable in respect to the Services, taking into account the limitations as set out in these Terms.
- 7.3. **Payment & Invoicing.** We provide modules that, among other things, facilitate invoicing and payments between you and a Counterparty (e.g., Service Providers, Consumers or End users) based on Agreements. By using the Service, the Counterparty and you explicitly accept the limitations of the Service.
- 7.4. We, as a merchant of record:
- 7.4.1. generate invoices in accordance with the settings of the Service Provider. The contents of this invoice are solely the responsibility of the Service Provider. When received, you should check the invoice and validate that this is in accordance with the respective Agreement between you and the Service Provider and the delivered services.
  - 7.4.2. In your capacity as a service consumer, or User, if applicable, handle payments from you to the Service Provider and possibly refunds from the Service Provider to you. The Service Provider has irrevocably mandated us to send invoices, possibly as a merchant of record, on their behalf and collect and send payments per instruction of the Service Provider. You irrevocably mandate us to send invoices on behalf of the contracted Counterparty, collect and send payments and distribute refunds per instruction of you.
  - 7.4.3. In your capacity as a Service provider, if applicable, handle payments from the Counterparty to you and possibly refunds from the you to the Counterparty. You irrevocably mandate us to (i) send invoices, possibly as a merchant of record, on your behalf and collect and send payments per instruction of you and (ii) to send invoices on behalf of the contracted Counterparty and collect and send payments per instruction of you, as a Service Provider,.
- 7.5. To extend permitted by law, our responsibility limited to transfer money received from the sender to the recipient, where applicable after subtracting fees. If either party is in default ("*in verzuim*"), we bear no responsibility. Conflicts should be resolved between the Counterparty and you. For this purpose, Service Providers, Consumers and End users agree that the Terms are part of the legal agreement between these parties.
- 7.6. We may offer premium services to Service Providers and Consumers or End Users that offer more certainty with respect to payments and guarantees at an additional cost (e.g., factoring, flexible refund policy). In the absence of such an agreement, parties waive all rights towards us other than outlined in these Terms or based on the Premium SLAs.
- 7.7. You irrevocably and unconditionally accept that we may act and collect on behalf of the Service Providers ("*cessie*") if a Subscription Agreement exists between you and the Service Provider. You irrevocably and unconditionally agree that we may act and collect on behalf of the Consumer and

End users (“*cessie*”) if a Subscription Agreement exists between you and the Consumer / End User.

## **8. Data**

- 8.1. You acknowledge that we may use Data for our internal research, analytical and product development purposes, to conduct statistical analysis and identify trends and insights (on an anonymised and aggregated basis) and for our internal reporting requirements (and these rights will survive termination and expiration of these Terms).
- 8.2. You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your agent for the purposes of the [•AVG] (The Netherlands) and any other applicable privacy law and as the data processor for the purposes of the GDPR. If the GDPR applies, the additional terms in the Data Processing Addendum also form part of these Terms. You must ensure you have obtained all necessary consents for us to access, collect, hold, process and distribute the Data as described in these Terms and, if applicable, the Data Processing Addendum.
- 8.3. While we will take standard industry measures to back up all Data stored using the Service, you agree to keep a separate back-up copy of all Data uploaded to the Service.
- 8.4. You agree that we may store Data (including any Personal Information) in secure servers located in Europe and if deemed necessary by us may access that Data (including Personal Information) from time to time.
- 8.5. You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.
- 8.6. You acknowledge that:
  - I. we may require access to the Data to exercise our rights and perform our obligations under these Terms; and
  - II. to the extent necessary but subject to clause 12, we may authorise a member or members of our personnel to access the Data for this purpose.

## **9. Our intellectual property**

- 9.1. Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. Subject to the Data Processing Addendum (if applicable), you grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms. You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 8.
- 9.2. Other than the Data, we (and our licensors) own all proprietary and intellectual property rights in the Service and the Underlying Systems, including all information, data, text, graphics, artwork, photographs, trademarks, logos, icons, sound recordings, videos and look and feel, and including any modification, enhancement or derivative work of any of the foregoing.
- 9.3. To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes, any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Services.
- 9.4. If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):

- I. all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
- II. we may use or disclose the feedback for any purpose.

9.5. You acknowledge that the Service may link to third party websites that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites.

9.6. Our trademarks and IP belong to Metrics Matter Holding.

## 10. Confidentiality

10.1. Each party must, unless it has the prior written consent of the other party:

- I. keep confidential at all times the Confidential Information of the other party;
- II. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- III. disclose the other party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 8.6I and 10.III.

10.2. The obligation of confidentiality in clause 10.1 does not apply to any disclosure or use of Confidential Information:

- I. for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
- II. required by law (including under the rules of any stock exchange);
- III. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- IV. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- V. by us if required as part of a bona fide sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 10.

## 11. Privacy

11.1. When you provide personal information to us, we will comply with the AVG, the GDPR and with our Privacy Policy, as stated on the Website.

## 12. Warranties

12.1. Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.

12.2. To the maximum extent permitted by law:

- I. our warranties are limited to those set out in these Terms; and
- II. we make no representation concerning the quality of the Service and do not promise that the Service will:
  - meet your requirements or be suitable for a particular purpose or
  - be secure, free from viruses or other harmful code, uninterrupted or error free.

12.3. You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. You agree that:



- I. to the maximum extent permitted by law and any other applicable consumer protection legislation does not apply to the supply of the Service or these terms; and
- II. it is fair and reasonable that the parties are bound by this clause 12.3.

12.4. Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option to:

- I. supplying the Service again; and/or
- II. paying the costs of having the Service supplied again.

12.5. Based on the Premium SLA, parties can agree to additional warranties relating to the Services. As the Service is free, no warranties whatsoever shall be given to you. In a Premium SLA we can enter into different arrangements regarding warranties, on a case-by-case basis.

### 13. **Disclaimer and Limitations on Liability.**

13.1. The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

13.2. **Disclaimer.** We provide the Services and Underlying Systems "AS IS" and "AS AVAILABLE". Except as expressly stated as a "warranty" in this Agreement, and to the maximum extent permitted by Law, we do not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, financial partners, the Underlying Systems, Data and the documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. We are not liable for any losses, damages, or costs that you or others may suffer arising out of use of the Services including arising out of or relating to hacking, tampering, or other unauthorised access or use of the Services, your Account, or Personal Information, or your failure to use or implement anti-fraud or data security measures. Further, the we are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the documentation; (b) unauthorised access to servers or infrastructure, or to Data or Personal Information; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies, omissions or losses in or to any Personal Information or Data; (f) content; or (g) your or another party's defamatory, offensive, fraudulent or illegal conduct.

13.3. **Limitations on liability.** To the maximum extent permitted by law:

- I. you access and use the Service at your own risk; and
- II. we are not liable or responsible to you or any other person for any Loss under these Terms or in connection with the Service, or your access and use of (or inability to access or use) the Service. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- III. To the maximum extent permitted by Law, we will not be liable to you or your affiliates in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages,



even if these losses, damages, or costs are foreseeable, and whether or not you or we have been advised of their possibility.

13.4. To the maximum extent permitted by law and only to the extent clause 13.1 of these Terms does not apply:

- I. our total liability to you in connection with these Terms or the Service will not exceed the amount paid for the Service by you; and
- II. we will not be liable to you under or in connection with these Terms or our provision of the Service for any:
  - loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
  - consequential, indirect, incidental or special damage or loss of any kind.

13.5. Clause 13.2 does not apply to limit:

- I. our liability under or in connection with these Terms:
  - for personal injury or death; or
  - for fraud or willful misconduct; or
- II. any liability that cannot be excluded by law.

13.6. To the maximum extent permitted by Law, we will not be liable to you or your affiliates in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for losses, damages, or costs exceeding in the aggregate of the total amount of Fees you paid to us (excluding all pass-through fees levied by financial parties) during the 12-month period immediately preceding the event giving rise to the liability.

## 14. Suspension and termination

14.1. Unless terminated under this clause 14, these Terms and your right to access and use the Service starts on the Start Date and continues until:

- I. we give at least 30 days' notice that these Terms and your access to and use of the Service will terminate on the expiry of that notice; or
- II. you terminate these Terms by giving notice via the dashboard on the Website, in which case your access to and use of the Service will terminate immediately.

14.2. Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:

- I. breaches any material provision of the Agreement and the breach is not:
  1. remedied within 10 days or the receipt of a notice from the first party requiring it to remedy the breach; or
  2. capable of being remedied; or
- II. becomes insolvent, liquidated, bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or becomes subject to any form of insolvency action of external administration, or ceases to continue business for any reason.

14.3. Termination of these Terms does not affect either party's rights or obligations that accrued before that termination.

14.4. On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.

14.5. Clauses which, by their nature, are intended to survive termination of your right to access and use the Service, including clauses 4, 6, 7, 8, 10, 11, 13, 14.2, 15.

- 14.6. Subject to clause 14.5, no compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any amount that you have already paid to us.
- 14.7. Without limiting any other right or remedy available, we may restrict or suspend your access to the Service if we consider you have:
- I. undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;
  - II. used, or attempted to use, the Service for improper purposes or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
  - III. transmitted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is, or may be, Objectionable, incorrect or misleading;
  - IV. failed to pay any amount when due in accordance with clause 6; or
  - V. otherwise materially breached these Terms.

## 15. General

- 15.1. We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service, you agree to be bound by the changed Terms.
- 15.2. We may change, suspend, discontinue, or restrict access to, the Service without notice or liability.
- 15.3. We may take the Service offline for maintenance without notice or liability.
- 15.4. If we need to contact you, we may do so by email or by posting a notice on the Website or the Service. You agree that this satisfies all legal requirements in relation to written communications.
- 15.5. These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of the Netherlands. Each party submits to the non-exclusive jurisdiction of the Courts of Amsterdam, the Netherlands in relation to any dispute connected with these Terms or the Service.
- 15.6. Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure, provided that the affected party:
- I. immediately notifies the other party and provides full information about the Force Majeure;
  - II. uses best efforts to overcome the Force Majeure; and
  - III. continues to perform its obligations to the extent practicable.
- 15.7. You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, which consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.
- 15.8. No person other than us and you have any right to a benefit under, or to enforce, these Terms.
- 15.9. Subject to clause 15.1 and 5, any variation to these Terms must be in writing and signed by both parties.
- 15.10. For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 15.11. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be

treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

- 15.12. These Terms set out everything relating to your access and use of the Service and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms, unless agreed otherwise in a Premium SLA. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agree to these Terms.

**16. Definitions and interpretations**

In these Terms capitalized words have the following meaning:

- Base Subscription Fee Agreement** means the base monthly subscription fee set out in the Order Form; means any specific agreement entered into between you and a Counterparty (e.g., Service Providers, Consumers or End users) via our Website and/or our Service. This includes end-user license agreements, software and data licensing agreements, and Subscription Agreements;
- Subscription Agreement** An agreement that includes a payment obligation between a Service Provider and a Consumer or End user;
- Beta** means proof of concept," "beta," "pilot," "invite only" or similar designation;
- Beta Service Customer** means any Beta portion of the Services or Services;
- Confidential Information** means subscribers or licensees to one or more of the Services; means all nonpublic information disclosed by us, our affiliates, business; partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information;
- Counterparty** a party you enter into an Agreement or other agreements with, being a Service Providers (including Veriam), Consumers or End users respectively;
- Data** means content, data, and information (including personal information); that is owned, held, used or created by you or on your behalf, and that is then stored, transmitted via, input into or displayed via the Service;
- Data Processing Addendum** means the data processing addendum to these Terms;
- End User** means an end user who visits, interacts or purchases something from your website or platform whose Data may be collected by us on an anonymous basis when you use the Service;

<b>Fees</b>	means the fees payable by you to us in respect of the Service as set out on our Order Form at the time of subscription to the Service (plus Sales Tax) and includes the Base Subscription Fee. In relation to Agreements and other third parties' arrangements or payments the Fees explicitly exclude the payments between the parties and the Fee will only constitute the margin of sales;
<b>Force Majeure</b>	means an event that is beyond the reasonable control of a party, excluding: <ul style="list-style-type: none"><li>• an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or</li><li>• a lack of funds for any reason;</li></ul>
<b>GDPR</b>	means the General Data Protection Regulation of the European Union;
<b>Intellectual Property Rights</b>	includes copyright and all rights anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property;
<b>Loss</b>	includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis;
<b>Objectionable</b>	includes being objectionable, defamatory, obscene, harassing, threatening or unlawful in any way;
<b>Order Form</b>	means the order form setting out the Service as agreed between you and us prior to the Start Date;
<b>Personal information</b>	means information about an identifiable, living person, and includes personal data, personally identifiable information and equivalent information under applicable privacy and data protection laws;
<b>Premium SLA</b>	means the additional service level agreement on which premium parties can enter into additional arrangements with Veriam;
<b>Sales Tax</b>	means sales tax, goods and services tax, value added tax or equivalent tax payable under any applicable law;
<b>Service</b>	means the provision of the Veriam platform as further described on the Website as well as the Website, as the Website is updated from time to time;
<b>Service Providers</b>	means the organizations that use the infrastructure offered by Veriam to secure access to their online applications, engage into legally binding Agreements with Consumers [•and End users], sell subscriptions to their services, send invoices and receive payments on their behalf;
<b>Start Date</b>	means the date that you set up an account;

<b>Terms</b>	means these terms and conditions titled Veriam Terms and Conditions including, if the processing of Data is governed by the GDPR, the Data Processing Addendum;
<b>Underlying Systems</b>	means the IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third-party solutions, systems and networks;
<b>User ID</b>	means a unique name and/or password allocated to you to allow you to access the Service;
<b>We, us or our</b>	means Veriam;
<b>Website</b>	means getveriam.com;
<b>Website Visitor</b>	means a general website visitor to getveriam.com and/or other URLs owned or operated by Veriam; and
<b>You</b>	means you or, if <b>clause 1.11lc</b> applies, both you and the other person or entity on whose behalf you are acting.

**In these Terms:**

- I. clause and other headings are for ease of reference only and do not affect the interpretation of these Terms;
- II. words in the singular include the plural and vice versa; and
- III. a reference to:
  - a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
  - including and similar words do not imply any limit; and
  - a **statute** includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

## Data Processing Addendum

### INTRODUCTION

If Veriam process Personal Data of Customer when performing the Service, parties agree that this data processing agreement sets forth their obligations with respect to the processing and security of Personal Data in connection with the services provided by Provider. The Data Processing Agreement will be part of the Agreement between parties.

#### 1. GENERAL AND DEFINITIONS

- 1.1 VERIAM, (hereafter referred to as "Provider"). The party to which Provider will provide its services - under the Terms of Use of the Service - will hereafter be referred to as "Customer".
- 1.2 Terms with a capital in this agreement are definitions and are set out in this clause. All terms in this agreement not defined in this clause, but defined in the Data Protection Legislation will have the meaning as assigned thereto in the Data Protection Legislation.
- 1.3 The definitions:
  - a) "Confidential Information" All Personal Data and other information about the processing, including the terms of the DPA.
  - b) "DPA" This data processor agreement including any appendix(es) thereto.
  - c) "Data Protection Legislation" Any legislation that applies to the processing of the Personal data, such as, but not limited to, the General Data Protection Regulation (GDPR), the Dutch Implementing Act of the GDPR, and any code of conduct and/or any (non-)EEA local laws applicable to the processing of the Personal data.
  - d) "Force Majeure Event" means any events or circumstances, or any combination of such events or circumstances, which are beyond the reasonable control of and not otherwise attributable to the affected party.
  - e) "Member State law" Any applicable law issued by a Member State of the European Union.
  - f) "Personal Data" Any personal data processed by Provider in connection with any Services.
  - g) "Personal Data Breach": A breach of security or confidentiality possibly leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Confidential Information.
  - h) "Regulator" A supervisory authority such as the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or any other governmental body with supervisory authority over Customer.
  - i) "Service" Any services provided by Provider for Customer under the Agreement.
  - j) "Agreement" The agreement in which the assignment performed by Provider to Customer is being described in detail.
  - k) "Subcontractor" Any Third Party engaged by Provider for the processing of Personal Data
  - l) "Third Party" All other parties and entities other than Customer or Provider itself, such as Subcontractors, agents, other clients, business partners or group members of Provider



m) "Union law" Any applicable law issued by (institutions of) the European Union

## **2. INSTRUCTIONS**

2.1 The Provider will be considered as a data Processor for the processing of Personal Data of the Customer.

2.2 The Provider will comply with the Data Protection Legislation in relation to the Personal Data of the Customer.

2.3 The Provider will only process Personal Data:

- a) for the provision of the Service;
- b) on documented instructions from Customer, including, but not limited to, the instructions as set out in Appendix A; or
- c) if required to do so by Union or Member State law to which the Provider is subject. In that case, the Provider will notify the Customer of that legal requirement before the processing, unless those laws prohibit such notification.

2.4 The Provider will as soon as reasonable possible inform the Customer if, in the Provider's opinion, an instruction of the Customer infringes the DPA or the law.

## **3. SECURITY**

3.1 The Provider shall take appropriate technical and organisational measures to protect the Personal Data in accordance with the Data Protection Legislation. These measures are described in Appendix B / the Security Policy which is attached to the Agreement as Annex 4 'Security Policy'.

3.2 The Parties acknowledge that security measures need to be frequently updated in order to comply with the Data Protection Legislation. The Provider will therefore regularly evaluate and, if necessary, take any follow-up measures to maintain compliance with the Data Protection Legislation

3.3 Provider will timely notify Customer the outcome of any evaluation and of any follow-up measures proposed under 3.2, enabling Customer to respond before any follow-up measures are applied.

## **4. SUBCONTRACTORS**

4.1 The Customer gives a general authorization for the use of Subcontractors by Provider. Provider provides information concerning the Subcontractor upon request. If the Customer does not agree with a new Subcontractor it shall inform Provider as soon as possible and the Parties will discuss the possibilities of continuing the Services.

4.2 Provider shall obligate all Subcontractors to comply with the same obligations Provider has under the DPA.

4.3 Provider shall remain fully liable towards the Customer for any acts or omissions by Subcontractors on the processing of Personal Data of the Customer.

## **5. CONFIDENTIALITY**

5.1 Provider shall not disclose Confidential Information in relation to the DPA, except if specifically approved in writing by the Customer or if this is otherwise permitted under the DPA. Provider will not disclose Confidential Information to any Third Party for commercial reasons.

5.2 Provider may share Confidential Information to its employees, to Third Parties such as (but not limited to) lenders, subsidy agents and equity partners to obtain financing or Subcontractors insofar as this is necessary to perform the Services.

5.3 Provider will ensure that its employees, specific Third Parties and Subcontractors are bound by the same confidentiality terms and conditions as Provider under the DPA.

5.4 This clause does not apply insofar as the relevant information has become part of the public domain without violation of the DPA.

5.5 In the event of a conflict with other contractual arrangements between the Parties regarding confidentiality, the DPA prevails.

## **6. NOTIFICATION OF A PERSONAL DATA BREACH**

6.1 In the event of a Personal Data Breach Provider will notify the Customer without undue delay after becoming aware of a personal data breach. Provider will cooperate with the Customer in order to enable the Customer to properly respond to a Personal Data Breach.

6.2 Provider will not inform the affected data subjects nor a Regulator of a Personal Data Breach, unless this is required by Union or Member State law. In that case, Provider will inform the Customer thereof as soon as possible.

## **7. ASSISTANCE**

7.1 Provider will assist Customer as far as possible to ensure Customer's compliance with the Data Protection Legislation, including but not limited to requests related to:

- (a) a complaint, inquiry or a request of a natural person with regard to the processing of Personal Data by Provider;
- (b) an investigation or seizure of Personal Data by government officials or other kind of individuals, or any indication thereof;
- (c) Privacy Impact Assessments (PIA's) or other risk assessments required by law, including updates thereof.

In the event of 7.1 (a) and (b) Provider must also inform Customer as soon as possible.

7.2 Provider is not allowed to cooperate with the persons, officials or individuals in the meaning of clauses 7.1 (a) and 7.1 (b), unless i) it has obtained Customer's prior authorization, or ii) if cooperation without such notification is required by applicable law.

If Provider is required to cooperate without Customer's authorization, it will inform Customer as soon as possible and still ensures to the extent possible:

- (a) the security and confidentiality of the Personal Data; and
- (b) that disclosure of the Personal Data remains restricted to the necessary minimum, including that anonymization techniques are applied as far as possible.

## **8. INTERNATIONAL DATA TRANSFERS**

8.1 Provider may transfer Personal Data between member states of the European Economic Area (EEA); or to any country or territory outside the EEA with an adequate level of protection (according to the European Commission for which an approved adequacy decision has been published). When such a decision is not in place, Provider may transfer Personal Data to a third country outside the EEA and will take all necessary measures as set out in the Data Protection Regulation and inform the Customer of such transfer (e.g., signing the applicable EU model clauses).

8.2 If Customer so requests in writing in relation to international data transfers outside the EEA, Provider must or, if applicable, must procure that a Subcontractor will:

- (a) Promptly enter into the necessary agreement in the form of the then applicable standard contractual clauses approved by the European Commission for the transfer of personal data outside the EEA in such manner that Parties will be in compliance with the Data Protection Legislation; or
- (b) adhere to a code of conduct, certification mechanism or other binding document as approved in accordance with the Data Protection Legislation; or
- (c) enter into such other agreement in the form as the parties may agree in writing.

## **9. AUDIT RIGHTS**

- 9.1 Provider must allow Customer, or an appointed external auditor mandated by Customer and approved by Provider, to review Provider's compliance with this Agreement, including but not limited to the technical and organizational measures to protect the Personal Data. Customer will first request such audit upfront, with a month notice. Provider will do its utmost to provide all cooperation requested by Customer or its mandated auditor to perform such review.

## **10. RETENTION**

- 10.1 Provider will retain the Personal Data as long as necessary for providing the Services, as set out in more detail in Appendix A.
- 10.2 Unless agreed otherwise in writing, Provider will delete all Personal Data of the Customer, and will confirm in writing to the Customer that all Personal Data have been deleted:
- (a) Upon the Customer's written request thereto; or
  - (b) within 30 calendar days after termination of this Agreement.
- 10.3 If Provider cannot delete all Personal Data of the Customer because of technical reasons, or because Union law or Member State law requires longer storage of the Personal Data of the Customer, Provider will inform the Customer as soon as possible. In that event, Provider will still take all necessary steps to:
- (a) come closest to a complete and permanent return and/or deletion of the Personal Data of the Customer; and
  - (b) make the Personal Data of the Customer unavailable for further processing.

## **11. LIABILITIES**

- 11.1 To the extent permitted by applicable law, the contractual or non-contractual liability of Provider for damages resulting from or in connection with possible shortcomings in the performance of the Services shall be limited to the amount of the invoices excluding VAT as paid by the Customer in the 12 months prior to the date the shortcoming (first) occurred and which relates to the specific services provided with respect to which Provider has failed to perform.
- 11.2 In no event will either Party be liable for indirect damages, including loss of use, loss of profits or interruption of business, however caused or on any theory of liability in relation to the DPA.
- 11.3 The limitations to Provider's total liability provided in this clause do not apply when arising out of gross negligence or willful misconduct of Provider.

## **12. FORCE MAJEURE**

- 12.1 If, due to a Force Majeure Event, the Provider is unable to comply with its obligations under this Agreement, the Provider will inform the Customer thereof as soon as possible.

## **13. TERM AND TERMINATION**

- 13.1 The DPA will be effective from the commence date according to the Agreement or the commence date of providing the Service (date that comes first will be the effective date).
- 13.2 Unless terminated earlier in accordance with the Agreement, this DPA will terminate by operation of law if the Provider no longer has access to or otherwise processes Personal Data for the Customer.
- 13.3 The DPA may be terminated by either Party in writing with immediate effect in the event that the other Party:
- (a) is declared bankrupt;
  - (b) has been granted suspension of payments.

13.4 Termination or expiration of the Agreement will not discharge the Provider from its confidentiality obligations under the Agreement nor any other obligations which by their nature are meant to survive termination.

**14. MISCELLANEOUS**

14.1 Amendments and additions to this Agreement and the relevant annexes thereto will only be valid and binding if these amendments and additions are agreed in writing and have been (digitally) signed by both parties.

14.2 This Agreement is governed by the laws of the Netherlands. The competent courts of Amsterdam will have exclusive jurisdiction.

## Responsible Disclosure

At Veriam, we consider the security of our systems a top priority. But no matter how much effort we put into system security, there can still be vulnerabilities present.

If you discover a vulnerability, we would like to know about it so we can take steps to address it as quickly as possible. We would like to ask you to help us better protect our clients and our systems.

Please do the following:

- E-mail your findings to [security@getveriam.com](mailto:security@getveriam.com). If possible, encrypt your findings using our [PGP key](#) to prevent this critical information from falling into the wrong hands,
- Do not take advantage of the vulnerability or problem you have discovered, for example by downloading more data than necessary to demonstrate the vulnerability or deleting or modifying other people's data,
- Do not reveal the problem to others until it has been resolved,
- Do not use attacks on physical security, social engineering, distributed denial of service, spam or applications of third parties, and
- Do provide sufficient information to reproduce the problem, so we will be able to resolve it as quickly as possible. Usually, the IP address or the URL of the affected system and a description of the vulnerability will be sufficient, but complex vulnerabilities may require further explanation.

What we promise:

- We will respond to your report within 5 business days with our evaluation of the report and an expected resolution date,
- If you have followed the instructions above, we will not take any legal action against you in regard to the report,
- We will handle your report with strict confidentiality, and not pass on your personal details to third parties without your permission,
- We will keep you informed of the progress towards resolving the problem,
- In the public information concerning the problem reported, we will give your name as the discoverer of the problem (unless you desire otherwise), and
- As a token of our gratitude for your assistance, we offer a reward for every report of a valid security problem that was not yet known to us and we deem a vulnerability that needs to be resolved. The amount of the reward will be determined based on the severity of the leak and the quality of the report.

We strive to resolve all problems as quickly as possible, and we would like to play an active role in the ultimate publication on the problem after it is resolved.