

# Terms of Service

## 1. Definitions

- **Account:** This is the primary way for you and Users to access and utilize Veros Services and your Client Data.
- **Administrator:** This refers to a User of an Account whom you have given special authorization to manage your Account.
- **Affiliates:** Any legal entity that either directly or indirectly controls, is controlled by, or is under common control with another entity.
- **Agreement:** This is the legally binding contract between us and you regarding the use of Veros Services and consulting or other additional services related to Veros Services.
- **AI-Processed Data:** Any data that is added, modified, created, altered, augmented, or enhanced through the use of Artificial Intelligence (AI) technologies.
- **Client, you:** You are a natural or legal person or entity who has entered into an Agreement with us regarding the use of Veros Services.
- **Client Data:** This includes data and documents of any kind (images, spreadsheets, text files, etc.) and any other digital data and information, including AI-Processed Data which is governed, processed, or generated through the use of Veros Services, or otherwise inserted into the Account by you and for which we act as a "processor".
- **Content:** Any data and information we provide, which is available through Veros Services or contained within the structure of Veros Services, including articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials, and any comments.
- **Credentials:** These are all usernames, passwords, and other access data created by or assigned to you or Users for getting access to the Account and using Veros Services.
- **Feature:** A function or set of functions providing a particular capability within Veros Services as determined by us and governed by these ToS and any applicable Supplemental Terms.
- **Privacy Notice:** The notice, available at [link], which describes how we collect, receive, use, store, share, transfer, and process your Data in connection with your use of Veros Services. It also outlines your choices regarding use, as well as your rights of access to and correction of your Data.
- **Renewal Date:** The day after the last day of the current Term of an Agreement, on which the Agreement will automatically renew, unless terminated in time.
- **Subscription Fee:** The payment required for using Veros Services.
- **Sub-processor:** Any third party which we use in the provision of Veros Services.
- **Supplemental Terms:** Specific terms applicable to your use of a particular Feature or third-party service and which form part of these ToS from the moment such use commences.
- **Term:** The agreed period of your use of Veros Services.
- **ToS:** These Terms of Service and the Privacy Notice.
- **Unnecessary Sensitive Information:** Specific types of data such as credit or debit card numbers, financial account numbers, government-issued identification numbers, biometric information, personal health information, personal information of children, and any other information that falls within the definition of "special categories of data" under GDPR or

any other applicable law relating to privacy and data protection, that is not necessary for the proper use of Veros Services.

- **User:** Any individual granted authorized rights and privileges to use the Account on your behalf.
- **Veros, we or us:** We are Veros Solutions B.V., a corporation with limited liability under the laws of The Netherlands, located in 's-Hertogenbosch, also trading under the name Veros, or any of our Affiliates.
- **Veros Materials:** The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the Content, code, data, and all other elements of Veros Services.
- **Veros Services:** This includes the Website, Content, our Materials, and the web application with a suite of tools and services accessible through the Website and the Account, designed to enable you and Users to organize and use Features, your Data, AI-Processed Data, and all other content, services, and/or products in general and for generating government reporting in the context of global trade compliance in particular.
- **Website:** The compilation of all web documents (including images, php, and html files) and the web application made available via [www.veros.ai](http://www.veros.ai), its subdomains or domains with identical names under other top-level domains, and owned by us.

## 2. APPLICABILITY OF THESE TOS

### 2.1 Applicability of these ToS

These ToS apply to all Agreements with and offers from us regarding Veros Services. Your general terms and conditions do not apply. These ToS are available for consultation on our Website.

### 2.2 Conclusion of an Agreement

All offers by us are made without obligation and remain valid for fourteen (14) calendar days but can be revoked, withdrawn, or amended by us within seven (7) calendar days after we have been informed of the acceptance of our offer by you. We are not bound by errors or omissions occurring in an offer, advice provided by us in the context of an offer, or general information not exclusively directed at you.

If we make an offer, an Agreement between you and us is established by your unconditional acceptance of that offer in writing, or by the commencement of the performance of the Agreement by us. Only the offer made by us is deemed to correctly reflect the contents of an Agreement.

An Agreement is valid for the duration of the Term designated in the Agreement. If no Term was agreed, an Agreement has a Term of one (1) year. An Agreement will automatically renew on the Renewal Date, unless terminated in time.

## **2.3 Modification of ToS**

We reserve the right, at our sole discretion, to change, modify, add, or remove any portions of the ToS—including Supplemental Terms—at any time. Notification of such modifications may be sent by email, posted on the Website, or provided upon use of the Account. Your continued use of Veros Services constitutes your acceptance of these ToS and any modifications as they arise.

If one or more of the provisions of these ToS are found to be null and void or will be voided, the remaining provisions of these ToS will continue to be fully applicable. We and you will then enter into negotiations to agree on new provisions to replace the void or voided provisions with provisions that closely resemble the scope of the void or voided provisions.

## **2.4 Supplemental Terms**

We may make Features available through Veros Services which are subject to Supplemental Terms. Your use of any such Features is subject to any applicable Supplemental Terms.

## **2.5 Exclusion of Client Terms**

Any terms or conditions provided by you, including but not limited to those in purchase orders, vendor onboarding forms, or other documents, are hereby explicitly excluded and shall have no force or effect concerning the Agreement or the use of Veros Services. The Agreement, inclusive of these ToS and any applicable Supplemental Terms, constitutes the entire agreement between you and Veros, superseding any prior or contemporaneous agreements, understandings, or communications, whether written or oral, regarding such subject matter.

# **3. VEROS SERVICES**

## **3.1 Use of Veros Services**

Subject to the Agreement and these ToS, we grant you a non-exclusive, non-transferable, non-sublicensable license to use Veros Services to:

1. collect, store and organize your Client Data;
2. analyze your Client Data;
3. share your Client Data;
4. modify and delete your Client Data, and
5. generate government reporting using your Client Data in the context of global trade compliance management, in the broadest sense possible

## **3.2 Modifications to Veros Services**

We reserve the right to modify Veros Services at our own discretion, including temporarily or permanently ceasing to provide or develop any part or element of Veros Services. We will notify you of such modifications and the effective date thereof.

If you do not accept a modification, you must notify us before the effective date of the modification, after which you have the right to terminate the use of Veros Services and the underlying Agreement on the effective date of the modification. However, your continued use of Veros Services, or any part thereof, after the effective date of a modification indicates your consent to the modifications. We shall not be liable to you or any third party for any modification, suspension, or discontinuance of Veros Services, or any part thereof.

### **3.3 Credentials**

You are responsible for maintaining the confidentiality of all Credentials and are solely responsible for all activities that occur under such Credentials. Credentials are restricted to use by a single User and may not be shared or used by anyone else, including other Users. We reserve the right to terminate any Accounts that we reasonably determine may have been used by an unauthorized third party or in an unauthorized manner, and we will provide immediate notice of such termination to you.

You must immediately notify us of any actual or suspected disclosure, loss, or unauthorized use of any Credentials and termination of the employment of a User or User's right to use Veros Services for any reason.

### **3.4 Adding or downgrading Features**

You may request to add or remove Features at any time by selecting or deselecting the Features made available to you by us at any time in the Account. We will offer an amended Agreement to you upon a request to add Features. Upon a request to remove Features, we will immediately terminate the provision of such Features. No refund of any Subscription Fees will be provided to you for the duration of the current Term of the Agreement with respect to the abandoned Features. Removing Features may result in the loss of functionality and capacity of Veros Services and the Account, as well as the loss of data. We are not liable for any loss of functionality, capacity, data, or any other losses or damages related to your choice to remove Features.

### **3.5 Beta Features**

From time to time, we may offer access to certain features, functionalities, or services identified as beta, preview, limited release, or pre-general availability ("Beta Features"). These are made available for evaluation and testing purposes only, and you understand that:

1. Beta Features may be incomplete, contain bugs or errors, and are subject to change without notice;
2. Beta Features are provided "as is" without any warranties or commitments of functionality, accuracy, or performance; and
3. No rights or claims may be derived from the outputs, calculations, or behavior of any Beta Feature.
4. We may suspend or discontinue Beta Features at any time.
5. Access to a Beta Feature during its evaluation period does not guarantee its continued or future availability, or inclusion in your subscription.

We may monitor usage to improve the Services and collect feedback to inform future development.

### **3.6 Administration of Your Account**

You acknowledge that you are solely responsible for and retain administrative control over any data entered into or generated by using Veros Services.

You also acknowledge that you are solely responsible for managing access to your data through Veros Services. This responsibility includes, but is not limited to, confirming the identity of Users, ensuring the security of their Account and/or Credentials, determining the levels of User access, and the conditions under which Users are permitted to access, view, or manipulate data, including your Client Data.

## **4. RESTRICTIONS**

### **4.1 Prohibited Activities**

You and your Users may use Veros Services, and any part or element thereof, only within the scope, by the means, and for the purposes as identified in these ToS and applicable law.

Prohibited activities by you and your Users include, but are not limited to:

1. Using Veros Services or any part or element thereof to commit a crime, breach any applicable law, or entice or invite others to carry out illegal actions;
2. Copying, duplicating, distributing, modifying, adapting, hacking, creating derivative works, reverse engineering, or decompiling Veros Services, Features, or any part or element thereof, or attempting to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that we are not permitted by that applicable law to exclude or limit the foregoing rights;
3. Providing false, inaccurate, or misleading information or Credentials;
4. Acting in a manner that is defamatory, trade libelous, threatening, or harassing to us;
5. Using Veros Services, Features, or any part or element thereof unless you have agreed to be bound to these ToS;
6. Selling, reselling, leasing, (sub-)licensing, distributing, providing, disclosing, divulging, exploiting, or otherwise granting access or making Veros Services or Features available, in whole or in part, to any third party.

## **5. VEROS'S RESPONSIBILITIES**

### **5.1. Provision of Veros Services**

We will (a) make Veros Services available to you in accordance with these ToS, (b) use commercially reasonable efforts to ensure Veros Services are available 24 hours a day, 7 days a week, except for: (i) planned downtime (for which we will provide advance electronic notice), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, natural disasters, government actions, floods, fires, earthquakes, civil unrest, acts of terror, pandemics, strikes or other labor problems, or failures or delays in Internet services or denial of service attacks.

## **5.2. Consulting services**

We may offer professional services related to Veros Services as specified in an Agreement. These services can include system setup, configuration, user training, testing and general support to prepare Veros Services for operational use by you. Consulting services are always subject to Supplemental Terms.

## **5.3. Protection of Client Data**

We will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of your Client Data. These safeguards include, but are not limited to, measures to prevent unauthorized access, use, modification, or disclosure of your Client Data. Furthermore, we will only access, use, modify, or disclose your Client Data: (a) to fulfill an Agreement to provide Veros Services and address service or technical problems, (b) as compelled by law, or (c) as you or a User expressly permits in writing.

We may use Sub-contractors to provide Veros Services. We commit to making commercially reasonable efforts to ensure that data transfers to Sub-processors comply with the requirements applicable to your processing of Client Data, and we will provide information about such data transfers in these ToS for your review. For more information on these transfers with Sub-processors, please refer to our Privacy Notice.

## **5.4. Artificial Intelligence (AI)**

In providing Veros Services, we utilize AI technologies that may add to, modify or enhance the data, including your Client Data. We will keep all original data entered into Veros Services by you in its unaltered form, securely stored and accessible through Veros Services.

AI-Processed Data will be kept distinct from the original Client Data to preserve the integrity of the original data. Both the original Client Data and the AI-Processed Data will be accessible to you through Veros Services.

You retain the ultimate responsibility to review and verify the accuracy of the data processed by AI. While we do not guarantee the accuracy of AI-Processed Data, we recommend that you conduct regular checks to validate the information processed by AI.

Should you identify any inaccuracies or errors in AI-Processed Data, you are responsible for correcting such inaccuracies or errors and for the subsequent utilization of the corrected data.

You agree to indemnify us and hold us harmless against any claims, damages, liabilities, costs, and fees (including legal fees) arising from your misuse of AI-Processed Data or failure to verify its accuracy.

## **6. FEES/PAYMENT**

### **6.1 Payment terms**

The use of Veros Services is subject to a Subscription Fee. When you apply, you will receive an offer from us for an Agreement regarding the use of Veros Services and any selected Features. This offer may also include an additional fee for consulting services as outlined in Section 5.2.

The agreed Subscription Fee is charged in advance either monthly or annually. If no fixed price is set for consulting or other additional services within the framework of an Agreement, the fee for these services will be calculated retrospectively based on the hours spent, at the hourly rate specified in the Agreement.

We reserve the right to modify the Subscription Fees and the applicable hourly rates at our reasonable discretion, at any time, given at least one month's prior notice to you, with any such changes taking effect only from the Renewal Date.

You authorize us to automatically charge you the applicable Subscription Fees on or after the Renewal Date unless the Agreement has been terminated or canceled according to these ToS. You may terminate an Agreement at any time as described below, but you must do so before the Renewal Date to avoid being billed for the next Term's Subscription Fees. If you choose to terminate an Agreement during the Term, you may continue to use Veros Services until the end of your current Term, but you will not receive a refund for the most recently charged Subscription Fees or any previously charged fees.

All Fees are non-refundable. This means there are no refunds or credits for periods where you did not use Veros Services, used them only partially, terminated the Agreement during an ongoing Term, or where an Account is terminated or suspended by us according to Section 13.

All Subscription Fees and fees for consulting or other services provided by us are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies, or duties.

In the event that you fail to fulfill all payment obligations to us on time and in full, we reserve the right to suspend all access to Veros Services. After such a suspension, you have thirty (30) calendar days to pay all overdue invoices and regain access to Veros Services. If you fail to pay all overdue invoices within this period, we may terminate the Agreement for default, as detailed in Section 13.2, and we have the right to immediately and permanently delete your Account, including all Client Data contained within.

### **6.2 Invoice**

Before the end of each Term, we will issue you an invoice for payment of the Subscription Fee for the next Term. Fixed prices for consulting or other additional services will be invoiced at the moment an Agreement regarding such services is established according to Section 2.2. If no fixed price is agreed for consulting or other additional services, such services will be invoiced monthly in arrears.



You must pay all our invoices by the due date indicated on the invoice. If no due date is indicated on the invoice, you must pay such invoices within fourteen (14) calendar days after the invoice date.

### **6.3 Late Payment Charges**

If there is any delay in your payments, we may require you to pay interest on the delay (penalty for late payment) for the period that such payment is overdue. The interest rate for late payment shall be one percent (1%) per month or the maximum allowed by local law, whichever is higher.

### **6.4 Right to Offset**

In addition to other rights and remedies we may have, if legally permitted, we may offset any payment obligations to you that we may incur under the ToS against any fees owed to us and not yet paid by you under the ToS, or any other agreement between you and us.

## **7. CLIENT DATA/SENSITIVE INFORMATION**

### **7.1 Rights to Client Data**

In connection with your Client Data, you affirm, represent, and warrant that: (i) you either own your Client Data or have the necessary licenses, rights, consents, and permissions to use and authorize us to display or otherwise use the Client Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to your Client Data in a manner consistent with the intended Features of Veros Services and these ToS, and to grant the rights and license set forth in these ToS, and (ii) your Client Data, or our or any our licensee's use of such Client Data pursuant to these ToS, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) violate any applicable law or regulation anywhere in the world; or (c) require the obtaining of a license from or paying any fees and/or royalties by us to any third party for the performance of any Veros Services which you have chosen to be performed by us or for the exercise of any rights granted in these ToS, unless you and we otherwise agree.

### **7.2 Uploading Client Data to Veros Services**

You are solely responsible for your own Client Data and the consequences of uploading, transmitting, submitting, using, acting on or sharing them on or through Veros Service. If you upload Client Data to Veros Services, such Client Data and any processing of such Client Data must be in compliance with these ToS and applicable law. All rights, title, and interest in and to the Client Data belong to you or their respective owners (including Users, persons, and organizations), whether posted and/or uploaded by you or made available on or through Veros Services. By uploading Client Data to Veros Services, you authorize us to process the Client Data. You are responsible for ensuring that:



1. you and any of the Users associated with the Account do not create, transmit, display, or make otherwise available any Client Data which violates these ToS, the rights of us, other clients, or users of Veros Services or persons or organizations;
2. any Client Data is not harmful (for example, viruses, worms, malware, and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or otherwise unlawful; and
3. you and all Users associated with the Account have the necessary rights to use the Client Data, including to insert it into Veros Services and process it by means of the Account.

### **7.3 No Liability for Client Data**

We do not guarantee any accuracy with respect to any information contained in any Client Data and recommend that you carefully consider what you upload, transmit, submit, use, act on or share to or through Veros Services. You understand that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that you, and not we, are entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through Veros Services, by you or your Users, as well as for any remedial actions taken by us or other clients or Users as a result of such Client Data.

### **7.4 Sensitive Information and Unlawful Client Data**

You will not use Veros Services in any way to process (a) Unnecessary Sensitive Information or (b) Client Data that, in any manner, is prohibited by law or in violation of these ToS. We are not obliged to pre-screen, monitor, or filter any Client Data, or its processing by you, in order to determine if it is Unnecessary Sensitive Information or unlawful in nature. However, if we, in our sole discretion, have reason to believe that you are processing any unlawful Client Data or Unnecessary Sensitive Information, or the action of its processing is unlawful in nature, we have the right to:

- a. notify you of such unlawful Client Data or Unnecessary Sensitive Information;
- b. deny its use in Veros Services;
- c. demand that you bring its use of the Veros Services into compliance with these ToS and applicable law;
- d. temporarily or permanently remove the unlawful Client Data or Unnecessary Sensitive Information from Veros Services, restrict access to it, or delete it.

### **7.5 Veros Rights to Client Data**

We may use your Client Data including the AI-Processed Data in an aggregated or anonymized format for research, AI-training, and enhancement, educational, and other similar purposes. We may not otherwise use or publicly display your Client Data without your written consent and respect your right to exclusive ownership of your Client Data. Unless specifically permitted by you and otherwise set forth herein, your use of Veros Services does not grant us the license to

use, reproduce, adapt, modify, publish, or distribute the Client Data created by you or stored in your Account, including the AI-Processed Data, for our commercial, marketing, or any similar purpose. You expressly grant us the right to use and analyze aggregate system activity data associated with the use of Veros Services by you and your Users for the purposes of optimizing, improving, or enhancing the way Veros Services operate, to optimize the way the AI-Processed Data is created, and to create new Features and functionality in connection with Veros Services at our sole discretion.

## **7.6 Compelled Disclosures**

We may disclose your confidential information to the extent compelled by law to do so. In such an instance, we will use commercially reasonable efforts to provide you with prior notice of the compelled disclosure (to the extent legally permitted) and you shall provide reasonable assistance, at your cost, if you wish to contest the disclosure. If we are compelled by law to disclose your confidential information as part of a civil proceeding to which we are a party, and you are not contesting the disclosure, you will reimburse us for our reasonable cost of compiling and providing secure access to that confidential information.

## **8. PRIVACY**

If we need to collect, receive, use, store, share, transfer or process personal data for the execution of an Agreement on your behalf, both parties are required under the General Data Protection Regulation (GDPR) to enter into a data processing agreement. The processing of personal data by us on your behalf is governed by our Privacy Notice and such a data processing agreement. You must consult and agree to this Privacy Notice before entering into a data processing agreement. The most current version of the Privacy Notice is available at <https://www.veros.ai/privacy-policy>

The personal data processed by us on your behalf is carefully managed and is used solely for the execution of an Agreement. Such personal data will not be disclosed to third parties by us, unless we receive a specific request from you, explicit permission from you, or are compelled to do so by law or a court ruling.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Veros's Intellectual Property Rights**

Veros Services, Veros Materials, our trade names, and trademarks, and all related intellectual property are solely and exclusively owned by us, our Affiliates, or our third-party vendors and hosting partners. Veros Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Except as specifically mentioned in these ToS, your use of Veros Services, Features, and Veros Materials does not give you any ownership rights or intellectual property rights. Any commercial or promotional distribution, publishing, or exploitation of the Veros Materials is strictly forbidden unless you have received explicit prior written permission from us or the appropriate rights holder. You are not allowed to use our trade names and trademarks in a way that disparages us or our products or services or portrays us in a false, negatively competitive, or detrimental light. We reserve all rights to Veros

Services, Features, Veros Materials, and trade names and trademarks that are not expressly granted in an Agreement.

## **9.2 Content**

Subject to these ToS and the payment of the applicable Subscription Fee and any other invoices we issue, we grant you and your Users a non-exclusive, non-transferable, non-sublicensable license to use the Content solely for your personal, non-commercial use. You must not remove any copyright and proprietary notices contained in any part of the Content. You expressly acknowledge that you do not acquire any ownership rights by using any copyrighted material from or through the Account or Veros Services. You are not permitted to copy, distribute, or publish any Content or any information obtained or derived therefrom except as expressly permitted by us.

## **9.3 Marketing Rights**

You agree that we may use your name and logo in our marketing materials and website. Additionally, you agree to participate in marketing initiatives, such as testimonial, case study, press release, or other, subject to mutual agreement on content and timing.

## **10. DISCLAIMERS; NO WARRANTY**

Unless explicitly stated otherwise by us, Veros Services, Veros Material, and any Content or Features provided in conjunction with or through Veros Services are offered "as is" and "as available" without any warranties, either express or implied. To the maximum extent allowed by applicable law, we and our Affiliates disclaim all warranties, whether statutory, express, or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary rights, accuracy, and reliability.

Unless specifically stated by us, we and our Affiliates do not guarantee that Veros Services and any Content or Features made available through Veros Services will be uninterrupted or error-free, that defects will be corrected, or that Veros Services and any Content or Features accessible through Veros Services or the Account are free of viruses or other harmful components.

Unless explicitly declared by us, we and our Affiliates make no warranties or representations about the use or the results of the use of Veros Services, Veros Materials, Content, or Website in terms of their correctness, accuracy, reliability, or otherwise. This includes their use for generating government reporting using your Client Data in the context of global trade compliance management.

## **11. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our Affiliates, as well as our respective directors, officers, employees, and agents, harmless from any claims, losses, damages,

liabilities, including attorneys' fees, that arise from your use or misuse of Veros Services, Veros Materials, Content, or Website, your representations to us or any third parties, misuse of AI-Processed Data, failure to verify the accuracy of such data, any breach of these ToS, violation of any rights of another person or entity, or breach of your representations, warranties, and covenants under these ToS. We reserve the right, at our own expense, to take over the exclusive defense and control of any matter for which you are required to indemnify us, and you must cooperate with our defense of these claims.

## **12. LIMITATION OF LIABILITY**

### **12.1 No Liability**

We will not be liable to you or any user for any consequences resulting from:

1. Any changes to these ToS, changes to Veros Services, Veros Materials, your use of the Account, or any part thereof, including, but not limited to, errors, permanent or temporary interruptions, discontinuations, suspensions, or any type of unavailability of Veros Services or Veros Materials.
2. Deletion, corruption, or failure to store any of your Client Data and/or AI-Processed Data.
3. Your use or misuse of Client Data or that by any users associated with the Account, especially for generating government reporting using Client Data in the context of global trade compliance management.
4. Force majeure events as described in Section 5.1.
5. Your use or misuse of AI-Processed Data or failure to verify the accuracy of such data, particularly when using Client Data for generating government reporting.
6. Any upgrading or downgrading of the current Agreement by you.
7. Any disclosure, loss, or unauthorized use of Credentials due to your failure to keep them confidential.
8. Your use of the Account or Veros Services through web browsers that are not accepted or supported by us.
9. The application of any remedies against you or users by us, for instance, if you or a user has committed a crime or breached applicable law through the use of Veros Services or any part thereof.
10. Differences between technologies and platforms used for access; for example, if certain Features, functions, parts, or elements of Veros Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet.
11. Our application of the remedies described in these ToS, even if the reasonable grounds or legal basis for the application of these remedies turn out to be unfounded or invalid afterward.

Additionally, we and our Affiliates will not be liable to you for any claims by any user, person, organization, or third parties against you arising out of your failure to:

1. Provide us with accurate information about you, your users, or the Account.
2. Notify us of any reasons due to which a user does not have the right to use Veros Services or any Account on your behalf.

3. Provide Veros Services or Features which you have agreed to provide to any person or organization (whether such failure arises from our negligence, breach of these ToS, or otherwise).
4. Ensure the lawfulness of the Client Data.
5. Obtain the necessary rights to use the Client Data.
6. Abide by any of the restrictions described in these ToS.

## **12.2 Limitation of liability**

In no event shall our total liability, along with that of our affiliates, for any claims arising from these ToS, whether from a single incident or a series of incidents, exceed the amount you've paid us for Veros Services during the three (3) months prior to the first incident leading to any claim. This limitation applies regardless of the form of action, whether in negligence, contract, tort, misrepresentation, or any other legal theory. However, this will not affect your obligation to pay any fees as outlined in Section 6 "Fees/Payment".

## **12.3 Exclusion of consequential and related damages**

Apart from your obligations to indemnify us as specified in Section 11 "Indemnification," neither we nor our affiliates will be liable for any loss of profits, revenues, goodwill, or any indirect, special, incidental, consequential, cover, business interruption, or punitive damages arising out of or related to these ToS, regardless of the form of action, whether in contract or tort, and even if we or our affiliates have been advised of the possibility of such damages. This exclusion does not apply where legally prohibited.

# **13. TERMINATION/SUSPENSION**

## **13.1 For Convenience**

These Terms of Service (ToS) and/or your access to Veros Services can be terminated at will in the following scenarios:

1. By you, through a written notice to us, clearly stating your intention to terminate at least one (1) month before the Renewal Date.
2. By us, if we decide to cease providing any part of Veros Services, any Feature, or to close any portion of the Account.
3. By us, at any time and for any reason, in which case we will provide a pro rata refund of any unused Subscription Fees for the remainder of the Term.
4. Immediately by either party if proceedings for liquidation or insolvency are initiated against the other party, or a negotiated settlement with creditors is concluded, or an assignment for the benefit of creditors is made.

## **13.2 For Default**

These ToS and/or your access to Veros Services can be terminated for default upon written notice if:

1. Either party breaches these ToS and the breach remains uncured for 30 days following receipt of notice from the non-breaching party.

2. Immediately by either party if the other breaches obligations under Sections 4 "Restrictions", 7 "Client Data/Sensitive Information", 9 "Intellectual Property Rights", or 11 "Indemnification".
3. Immediately by us if your use of Veros Services is suspected of illegal activity, if law enforcement or government orders such termination, or if your use endangers property.

### **13.3 Effect of Termination**

Upon termination of an Agreement and/or your access to Veros Services, the following occurs:

1. We will deactivate and delete the Account and all Client Data within one month of the termination date, unless agreed otherwise.
2. You must:
  - Cease using Veros Services and ensure no further use of the Account.
  - Settle any outstanding payments due under any Agreement with us and these ToS.
  - Resolve any liabilities incurred under any Agreement with us prior to termination.
3. You will not receive a refund of any Subscription Fees already paid.
4. Certain sections will continue to apply post-termination, specifically Sections 1, 2, 4, 6, 7, 8, 9, 11, 12, 14, and 15.

### **13.4 Suspension**

We may suspend your access to all or part of Veros Services or your Account, including removing Content, at any time, for:

1. Any violation or suspected violation of the Agreement or these ToS, including failure to fully and timely fulfill payment obligations, as described in Section 6.1;
2. Legal obligations;
3. Excessive bandwidth usage that significantly exceeds the usage of other users;
4. To maintain service integrity and security.

Suspensions will be effective immediately, with or without notice, although we typically provide email notification. We reserve the right to decide if any prepaid Subscription Fees will be credited or refunded during a suspension.

## **14. GOVERNING LAW & JURISDICTION**

All offers and Agreements with us are governed exclusively by Dutch law, ignoring any choice or conflicts of law provisions of other jurisdictions. The United Nations Convention on Contracts for the International Sale of Goods (CISG), dated April 11, 1980, is not applicable to our offers and Agreements.

Should any disputes arise from offers and Agreements with us, they will be handled exclusively by the competent courts in the district of Oost-Brabant.

## **15. GENERAL**

### **15.1 Relationship of the Parties**

You and we will act solely as independent contractors. Neither Agreements nor these ToS shall be interpreted as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between you and us, and you should not claim otherwise, whether directly, indirectly, by appearance, or otherwise. These ToS do not benefit any third parties.

### **15.2 Severability**

If any term, condition, or provision of these ToS is found to be invalid, unenforceable, or illegal, in whole or in part, for any reason, that provision will be enforced to the fullest extent allowed by law to reflect the intention of the parties. The validity and enforceability of the remaining terms, conditions, or provisions, or parts of them, will not be affected.

### **15.3 Assignment**

You may not assign or transfer these ToS or delegate any of your rights and/or obligations under these ToS, directly or indirectly, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempt to do so without that consent will be null and void. However, you may assign or transfer these ToS or delegate rights without consent in the following cases: (1) to any entity controlled by, or under common control with you, or your permitted successors; or (2) in connection with a merger, reorganization, transfer, sale of assets, or change of control or ownership. We may freely assign or transfer these ToS or delegate any of our rights and/or obligations under these ToS without restriction.

### **15.4 No Waiver**

Failure by either party to exercise or enforce any right or provision of these ToS shall not constitute a waiver of such right or provision in the future.

### **15.5 Notices**

Unless otherwise specified, all notices under these ToS must be in writing and will take effect: (a) immediately upon personal delivery, (b) two business days after mailing, or (c), except for notices of termination or claims requiring indemnification, which must be clearly marked as "Legal Notices," on the day they are sent by email. Billing-related notices will be sent to the billing contact you designate. All other notices to you will be sent to the Administrator you designate. Any requirement in these ToS for written notices includes notices sent via email.