

# Veros Platform Terms of Service

Version 3 - January 2026

## 1. Scope and applicability

These Terms of Service govern access to and use of the Veros platform and any functionality made available through it (the "Platform").

They apply to:

- The organization that has entered into a commercial agreement with Veros for access to the Platform (the "Customer"); and
- Any individual authorized by the Customer to access and use the Platform (a "User").

Access to the Platform is conditional upon acceptance of and compliance with these Terms of Service.

The Customer is responsible for all access to and use of the Platform under its Account, including by its Users.

Each User must accept these Terms of Service as part of the account creation or access process and agrees to comply with them. Veros may enforce these Terms of Service directly against any User.

Any individual accessing the Platform represents that they have been authorized by the relevant Customer to do so. Veros is not responsible for verifying such authorization.

Users accept these Terms of Service solely in their capacity as representatives of the Customer and do not acquire any independent rights against Veros.

These Terms of Service regulate only the use of the Platform. Commercial terms, fees, subscription rights, renewal, and termination are governed exclusively by the applicable master service agreement entered into with Veros.

Certain functionality or modules made available through the Platform may be subject to additional terms or supplemental terms of service ("Supplemental Terms"). Where applicable, such Supplemental Terms form part of these Terms of Service and apply in addition to them. In the event of a conflict between these Terms of Service and any applicable Supplemental Terms, the Supplemental Terms prevail solely with respect to the specific functionality to which they apply.

## 2. Definitions

For the purposes of these Terms of Service, the following terms have the meanings set out below.

**Account.** The workspace within the Platform through which a Customer accesses and uses the Platform, manages its authorized Users, and controls Customer Data.

**Customer.** The organization that accesses or uses the Platform, whether such access is provided directly by Veros or is granted by a third party.

**Customer Data.** All data, documents, and information submitted to, stored in, processed through, or generated within the Platform by or on behalf of a Customer, including any data derived from such information.

**Credentials.** The authentication details used by a User to access the Platform, including usernames, passwords, access tokens, or other security mechanisms.

**Platform.** The Veros software application and related functionality made available by Veros through the Veros website or other interfaces.

**User.** An individual authorized by a Customer to access and use the Platform on its behalf under an Account.

**Veros.** Veros Solutions B.V., a company incorporated under the laws of the Netherlands, and its affiliates, as applicable.

### 3. Access to the Platform

Subject to compliance with these Terms of Service, Veros grants the Customer a limited, non-exclusive, non-transferable right to access and use the Platform for the Customer's internal business purposes. Users do not receive any independent license or rights to the Platform separate from the Customer's rights under the applicable commercial agreement.

Access to the Platform may be provided directly by Veros or through a third party authorized by Veros. The Customer acknowledges that access to the Platform does not create any ownership rights in the Platform or any of its components.

The right to access and use the Platform is limited to the functionality made available to the Customer and may not be further assigned, transferred extended, resold, leased, or otherwise made available to any third party, except through authorized Users acting on behalf of the Customer under its Account.

Veros may impose reasonable technical or operational conditions on access to the Platform, including authentication requirements, usage limits, or security controls, in order to protect the integrity, availability, and security of the Platform.

Nothing in these Terms of Service obligates Veros to provide any specific functionality, configuration, availability level, or support services, except as expressly agreed in a separate commercial agreement.

### 4. Accounts, users, and credentials

Access to the Platform is provided through an Account. Each Account is associated with a single Customer, which is responsible for all activity conducted through that Account.

The Customer is responsible for managing its Users, including granting, modifying, and revoking User access to the Platform. All Users access the Platform solely on behalf of the Customer and within the scope of the authority granted to them by the Customer. Users may include employees, contractors, brokers, advisors, or other third parties authorized by the Customer, and the Customer remains fully responsible for all access granted to and actions taken by such Users.

The Customer shall ensure that any third party granted access to the Platform is subject to confidentiality obligations at least as protective as those set out in the MSA.

The Customer is responsible for maintaining the confidentiality and security of all Credentials associated with its Account and Users. Credentials are personal to the User to whom they are issued and must not be shared.

The Customer must promptly revoke or update access where a User no longer requires access to the Platform or is no longer authorized to act on the Customer's behalf. The Customer remains responsible for all actions taken through the Account, including actions taken using valid Credentials.

Veros may suspend or restrict access to an Account or individual Users where it reasonably believes that Credentials have been compromised, misused, or used in violation of these Terms of Service, in order to protect the Platform, the Customer, or other customers.

## 5. Acceptable use and restrictions

The Customer may use the Platform only for lawful purposes and in accordance with these Terms of Service. The Customer is responsible for ensuring that all use of the Platform by its Users complies with applicable law and these Terms of Service.

The Customer must not, and must ensure that its Users do not:

- use the Platform in a manner that violates any applicable law or regulation;
- use the Platform to infringe, misappropriate, or otherwise violate the rights of any third party;
- attempt to gain unauthorized access to the Platform, other accounts, or related systems;
- interfere with or disrupt the integrity, performance, or security of the Platform;
- reverse engineer, decompile, or attempt to derive the source code of the Platform, except to the extent permitted by applicable law;
- copy, modify, or create derivative works of the Platform, except as expressly permitted by these Terms of Service;
- assign, transfer, extend, resell, lease, or otherwise make the Platform available to third parties, other than through authorized Users acting on behalf of the Customer;
- use the Platform to introduce malicious code, including viruses, malware, or other harmful components.

The Customer remains fully responsible for all acts and omissions of its Users and for any use of the Platform under its Account.

## 6. Customer Data, ownership and responsibility

As between the Customer and Veros, the Customer retains all right, title, and interest in and to Customer Data.

The Customer is solely responsible for the accuracy, completeness, legality, and reliability of all Customer Data and for ensuring that it has all necessary rights and permissions to submit, store, and process Customer Data through the Platform.

Veros processes Customer Data solely to provide and operate the Platform in accordance with these Terms of Service and any applicable data processing agreement. Veros does not review, verify, validate, or assume responsibility for Customer Data or for the outcomes produced through its use.

The Customer acknowledges that the Platform may be used to support compliance, reporting, or decision-making processes, but that responsibility for regulatory compliance, reporting accuracy, and the use of outputs generated through the Platform remains solely with the Customer.

The Customer must not submit Customer Data that is unlawful, infringes the rights of third parties, or cannot lawfully be processed by Veros in connection with the Platform. Veros has no obligation to monitor, review, or pre-screen Customer Data. Where Veros reasonably believes that Customer Data is unlawful or cannot lawfully be processed, Veros may restrict access to, remove, or delete such Customer Data, or suspend related access to the Platform, in order to comply with applicable law or protect the Platform.

## 7. Intellectual property

The Platform, including all underlying software, designs, interfaces, workflows, and related intellectual property, is owned by Veros or its licensors. Nothing in these Terms of Service transfers any ownership rights in the Platform to the Customer.

Subject to compliance with these Terms of Service, the Customer is granted a limited right to access and use the Platform solely for its internal business purposes. No other rights are granted, whether by implication, estoppel, or otherwise.

All rights not expressly granted to the Customer under these Terms of Service are reserved by Veros.

## 8. Platform changes

Veros may modify, update, add, remove, or replace features, modules, or functionality of the Platform from time to time as part of its ongoing product development. Access rights are limited to the scope and duration set out in the applicable Platform Schedule and the Master Service Agreement.

Nothing in these Terms of Service creates an obligation for Veros to maintain or continue any specific functionality, feature, configuration, or level of availability, except as expressly agreed in a separate commercial agreement.

Certain functionality may be designated as experimental, preview, or early-access. Such functionality may be modified, limited, or discontinued and may not be suitable for production use.

## 9. Suspension and restriction of access

Veros may suspend, restrict, or limit access to the Platform, in whole or in part, where it reasonably believes that:

- The Platform is being used in violation of these Terms of Service or applicable law;
- Access credentials have been compromised, misused, or pose a security risk;
- Continued access could harm the Platform, Veros, the Customer, or other customers; or
- Such action is required to comply with legal or regulatory obligations.

Suspension or restriction of access may apply to an entire Account or to specific Users and may be implemented immediately where necessary to protect the Platform or comply with legal requirements.

Suspension or restriction of access under this section governs only access to the Platform. It does not terminate, modify, or affect any commercial agreement between the Customer and Veros or any third party.

Veros will use reasonable efforts to restore access once the circumstances giving rise to the suspension or restriction have been addressed, where restoration is appropriate.

## 10. Disclaimers

The Platform is provided on an "as available" basis. Veros does not guarantee uninterrupted, error-free, or continuous availability and is not responsible for temporary unavailability or

performance degradation resulting from maintenance, updates, changes, or circumstances beyond its reasonable control.

Reports, calculations, analyses, forecasts, and other outputs made available through the Platform are provided for informational purposes only. The Customer remains solely responsible for reviewing, validating, and determining the suitability of such outputs for its intended use, including for compliance, reporting, financial, or operational decisions.

To the maximum extent permitted by applicable law, Veros disclaims all warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, accuracy, reliability, and non-infringement, except as expressly provided in the Master Service Agreement. Veros does not warrant any specific regulatory, legal, or compliance outcome arising from use of the Platform.

## 11. Privacy and data protection

To the extent the Platform processes personal data on behalf of the Customer, such processing is governed by applicable data protection laws and the applicable data processing agreement entered into between Veros and the Customer, which forms part of the contractual framework governing use of the Platform and applies where required by law.

For the operation of the Platform, Veros processes limited personal data relating to Users, such as names, email addresses, and optional profile information, as necessary to manage accounts, control access, and ensure the reliability and security of the Platform. Such processing of personal data by Veros in its capacity as data controller and data processor is governed by Veros's Platform Privacy Statement, as made available through the Platform.

The Customer acknowledges that Customer Data uploaded to the Platform may include business documents and materials originating from the Customer's internal systems or communications. Such documents may incidentally contain limited personal data, including names, business contact details, or job titles of the Customer's employees, contractors, or business contacts.

The Customer remains the data controller for any personal data contained in Customer Data and is responsible for ensuring that such data is lawful, relevant, and appropriate for the intended business purpose. Veros processes such personal data solely on the Customer's instructions and solely to provide, operate, and maintain the Platform. Veros does not review, interpret, or extract personal data from uploaded documents for independent processing, analytics, or the creation of structured database records, except where explicitly enabled by the Customer through specific Platform functionality.

The Customer is responsible for ensuring that its use of the Platform, including the submission and processing of Customer Data containing personal data, complies with applicable data protection laws.

Veros may disclose Customer Data, including personal data, where required to do so by applicable law, regulation, court order, or binding request from a competent authority. Where legally permitted, Veros will use reasonable efforts to notify the Customer of such disclosure, and the Customer shall reasonably cooperate with Veros in connection with any such legally required disclosure.

## 12. Amendments to these Terms of Service

Veros may update or modify these Terms of Service from time to time to reflect changes to the Platform, applicable law, or Veros's business practices.

Any modifications to these Terms of Service will apply prospectively and will not retroactively affect rights or obligations that arose prior to the effective date of such modifications.

Veros will provide reasonable notice of material changes, which may be given by posting the updated Terms of Service within the Platform, by email, or through other reasonable means.

Continued access to or use of the Platform after the effective date of an updated version of these Terms of Service constitutes acceptance of the updated Terms of Service.

This amendment mechanism applies only to these Terms of Service and does not modify any master service agreement, statement of work, or other commercial agreement entered into with Veros.

## 13. General legal terms

### **Assignment**

The Customer may not assign or transfer these Terms of Service, in whole or in part, without the prior written consent of Veros, except as part of a merger, reorganization, or transfer of substantially all of the Customer's business. Veros may assign or transfer these Terms of Service without restriction.

### **Severability**

If any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **No waiver**

A failure or delay by Veros to exercise any right or remedy under these Terms of Service does not constitute a waiver of that right or remedy.

### **Governing Law**

These Terms of Service are governed by the laws of the Netherlands.

Where these Terms of Service apply as part of a Master Service Agreement, they are governed by the governing law and jurisdiction specified in that Master Service Agreement.