

payment terms & conditions

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PLEASE, READ THESE PAYMENT TERMS AND CONDITIONS VERY CAREFULLY. BY DOWNLOADING, ACCESSING, OR USING VERIFAI PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE MOBILE SDKS FOR IOS AND ANDROID, WEB SDK, THE VERIFAI APP FOR IOS AND ANDROID, YOU AGREE TO BE BOUND BY THESE PAYMENT TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS, DO NOT PURCHASE OR PROCURE ANY VERIFAI PRODUCTS AND/OR SERVICES.

Chapter A: Definitions

Article 1: Definitions

1.1 Terms & Conditions (hereinafter referred to as "Terms"): any agreement between Verifai and the other party to which these payment terms & conditions are applicable. These General Purchase Terms and Conditions are deemed to constitute part of such an agreement.

1.2 Verifai (hereinafter referred to as "Verifai", "us", "we", "Supplier"): the legal entity Verifai B.V. and/or companies that are affiliated with this legal entity.

1.3 Customer (hereinafter referred to as "Customer" or "you", "other party"): the user of the Verifai Products and Services

1.4 Verifai Products and Services: all products and services that are offered by Verifai via the website, dashboard, or other sources (including but not limited to Github, Play Store, and App Store):

- Verifai Dashboard
- Verifai Website
- Verifai Documentation
- Verifai Mobile SDK
 - iOS
 - Android
- Verifai Web SDK
- Verifai App
 - iOS
 - Android
- Verifai Server Side
- Verifai for Windows

1.5 General Terms and Conditions: Chapters [1, 2, 4 and 7] of the [Nederland ICT \(ICT ~Office\) terms and conditions](#).

1.6 **Successful scan:** one scan is the complete verification of an ID, including any additional document authenticity checks you would like to perform. Only completed scans are counted. If a document has two sides (front and back), the verification of the entire document is counted as one scan.

Chapter C: Payment Terms and Conditions

Article 2: General terms

2.1 The customer shall remain responsible and liable for the provision of up-to-date and accurate information about the customer's business, including: company name, billing email address, country, company website, (mobile) phone number, contact details, billing address, VAT/GST number, chamber of commerce number, and payment details.

2.2 The customer shall pay per successful scan (pay per scan), which includes one (1) side of a passport or two (2) sides of other identification documents.

2.3 The customer agrees that payment liabilities shall start the moment the Verifai license for the implementation or solutions is changed by the customer, or by Verifai upon written request of the customer, to the 'paid' status.

2.4. The Customer shall complete the payment of an invoice in one go, unless agreed in writing to pay in instalments, where each expired term is deemed to constitute a separate payment.

2.5 Only the pricing as displayed on the [Verifai Dashboard](#), [Verifai website](#), and Verifai App for iOS and Android are valid pricing schemes and are applicable to all Verifai products and services. The customer cannot derive any rights under any circumstances from different pricing that is communicated via other channels than the [Verifai Dashboard](#), [Verifai Website](#), and Verifai App for iOS and Android.

Article 3: Monthly billing

3.1 The paid Verifai license shall start immediately after the customer changed the Verifai license to 'paid' in the Verifai dashboard. The day you changed your Verifai license into a 'paid' license is the day the customer originally signed up for the 'paid' Verifai license.

3.2 An invoice shall be created on a monthly billing plan, starting on the day you originally signed up for the 'paid' Verifai license and the customer performed at least one (1) successful scan.

3.3 Verifai shall send the customer an invoice based on the successful scans performed in the previous month, immediately after the 1-month period has ended.

3.4 If the customer does not perform any successful scans within the 1-month period, no invoice will be send to the customer.

3.5 1-month periods automatically renew every month, on the day the customer originally signed up for the 'paid' Verifai license.

Article 4: Credit card

4.1 The customer shall remain responsible and liable for the provision of up-to-date and accurate information about credit card details, including the credit card number, CVC-code, expiry date, and name of the credit card holder.

4.2 Verifai only accepts credit card payments made with a valid credit card.

4.3 Verifai only supports the following credit cards: Visa, Mastercard, American Express, Discover, Diners Club, and JCB. Other payment methods are available upon request.

4.4 The Verifai license can only be changed to 'paid' if valid credit card details are provided by the customer and payment with credit card is selected in the Verifai dashboard, unless other agreements are made between Verifai and the customer.

Article 5: Wire transfer

5.1 Verifai shall not accept wire transfer payments without written permission. If the customer pays the invoiced amount via wire transfer, Verifai shall, under any circumstances, transfer the unsolicited payment back to the originating bank account number. The payment obligation of the Customer remains enforced until payment of the invoiced amount has been fulfilled by credit card.

5.2 Only if Verifai and Customer agree on Wire Transfer, both in writing and in an official agreement upon changing the Verifai license to 'paid', an invoice will be send to the billing email address specified by the customer within the agreed time frequency (monthly or annually). After receiving the invoice, payment needs to be made within 30 working days. The received value date as stated on the bank account of Verifai is regarded as the date of payment.

5.3 If payment is not performed in time, Verifai shall suspend the provision of all Verifai products and Services until the customer has fulfilled all the payment obligations.

5.4 The customer is not allowed to perform a wire transfer payment that causes additional bank charges for Verifai, unless otherwise agreed. In such a case, Verifai has the right to recover the additional costs from the customer.

Article 6: Non-chargeable paid program

6.1 Verifai offers specific customers a partner program to give these customers the opportunity to implement Verifai products and services in demo applications. Upon written agreement from Verifai, the Verifai 'paid' license can be changed to a 'non-chargeable paid' Verifai license, based on a 'fair use policy'.

6.2 If the customer misuses the fair use policy of the 'non-chargeable paid' Verifai license based on demonstrable grounds, the Verifai 'non-chargeable paid' license will immediately be withdrawn, and the Verifai account will be suspended.

Article 7: Refunding

7.1 The fees for any plan are billed on a periodic basis and are non-refundable unless otherwise agreed. Therefore, no refunds will be given to the customer.

7.2 If a customer cancels a subscription mid-month, then no refunds are given for the successful scans that have already been performed in the bill cycle. The customer receives an invoice of the outstanding bill at the end of the billing cycle.

Article 8: Subscription cancellation

8.1 The customer is allowed to cancel the subscription at any time by using the Verifai Dashboard or by contacting Verifai directly. No refunds are given for scans that have already been performed in the billing cycle.

8.2 Subscription cancellation results in a license withdrawal. No other scans can be performed by products using the disabled license.

8.3 The customer is still required to pay for the outstanding bills and invoices when a subscription is cancelled.

8.4 In case of abuse or fraudulent behaviour based on demonstrable grounds, Verifai is allowed to withdraw the corresponding license immediately.

Article 9: Account inactivity

9.1 In the case of long license inactivity, Verifai has the right to withdraw the Verifai license. Verifai will never withdraw a license due to inactivity without first contacting the customer several times.

9.2 Verifai considers a license inactive when no scans are performed with the license for 12 months.

Article 10: Laws and jurisdiction

10.1 These Terms are construed under and governed by the laws of The Netherlands without regard to conflicts of law provisions thereof. The parties irrevocably agree that the District court Noord-Nederland, location Groningen, the Netherlands shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection to this agreement.

10.2 These Terms are published in Dutch and in English. In the event of differences of interpretation, the Dutch version shall prevail and shall be binding between the Parties.

10.3 The terms as mentioned in the Payment Terms & Conditions are strict deadlines according to the Dutch Law (Article 6:83 part a BW).

10.4 The customer is legally in default if payment is not made within the agreed payment term. Verifai is legally entitled, without prejudice to its other rights, to claim the entire payment due, including trade interest, from the due date of the relevant invoice up to and including the day of full payment. In that case, all extra judicial and judicial costs are at the expense of the customer. The amount of extrajudicial and judicial costs is calculated with a minimum of € 350 conform the Dutch Bar Association. All costs that are included in Verifai bookkeeping will be used as proof related to its course.

10.5 Verifai reserves the right to change any of the information stated above. In such a case, no right can be derived from previous payment terms and conditions.

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