

TypingDNA Verify

Standard Service Terms

The *TypingDNA Verify Standard Service Terms* is a Software-as-a-Service agreement between **TypingDNA**, henceforth called the **Company**,

and **You**, the company that has implemented the Service on its websites and/or platforms for its End-User's authentication activities performed on such websites/platforms henceforth called the **Customer**, (each called a "party" and together, the "parties").

BY CLICKING ON THE "I AGREE" BUTTON, REGISTERING TO USE THE SERVICE, OR USING THE SERVICE, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS, PERSONALLY AND ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE CUSTOMER, AND TO BIND THAT COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD NOT USE THE SERVICE.

This Agreement takes effect when you click an "I Agree" button or checkbox presented with these terms or, if earlier, when you use any of the Services (the "Effective Date").

1. Definitions

- 1.1. **Affiliate:** any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party of this agreement. For this purpose, a party is deemed to **control** a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity.
- 1.2. **Agreement:** these Standard Service Terms and any other TypingDNA document/material incorporated herein.
- 1.3. **Service Request:** a digital call addressed to the Service made by the Customer's servers to the Company's servers.
- 1.4. **Claim:** any claim, suit, action, proceeding, losses, liabilities, damages, settlements as per art. 8.1 below.
- 1.5. **Confidential Information:** information that may be disclosed or made available by the Disclosing Party to the Receiving Party, including, but not limited to: technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, potential clients, marketing strategies, and current or future business plans and models,

regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

- 1.6. **Company’s Website:** typingdna.com
- 1.7. **Disclosing Party:** the party or its Affiliates who discloses any Confidential Information.
- 1.8. **End-User:** a natural person who uses the Service when accessing a service, logging into an account, performing a transaction, or any other authentication activities performed on the Customer’s website/platform.
- 1.9. **OTP:** means each One-Time Password or other such code or tool that the Company may provide to the Customer’s End-Users via SMS, email, or another channel upon the End-User’s first enrolment in the TypingDNA Verify, or anytime subsequently when the End-User’s typing pattern cannot be verified by the Service, or when the Service is bypassed by End-User request or use of an unsupported device, or when the End-User requests that its TypingDNA account details be reset.
- 1.10. **Personal Data:** any information describing or relating to an identified or identifiable individual (where an identifiable individual is an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual).
- 1.11. **Receiving Party:** the party or its Affiliates who receives or otherwise obtains any Confidential Information.
- 1.12. **Service:** the End User’s identity verification/authentication software/application and TypingDNA typing biometrics authentication technology that uses an individual’s typing biometrics to verify such user’s authenticity, also called TypingDNA Verify.
- 1.13. **TypingDNA:** means (i) TypingDNA Inc. a US, Delaware company, headquartered in 77 Sands Street, Brooklyn, NY, 11201, or (ii) TypingDNA S.R.L. with its registered office in Romania, 32 Vasile Conta Str., Oradea, Office 22, EUID ROONRC. J05/1153/2016, fiscal identification code RO 36172414, as per Section 14 - Contracting party and Specific Legislation.
- 1.14. **Typing Pattern:** behavioral patterns and data that can be related to typing, touch and pointer input (including, but not limited to, speed of typing, the pressure applied, intervals between keystrokes, telemetry information, typing rhythms, device movement and positioning data, mouse, touch and swipe data, etc.).

2. Terms of Service

- 2.1. By using the Service, the Customer agrees to be bound by the latest version of the Standard Service Terms, all applicable laws and regulations, and agrees to be responsible for

compliance with any applicable local laws or regulations. If the Customer does not agree with any of these terms, the Customer is prohibited from using or accessing the Service.

- 2.2. The Company collects, stores and further processes personal data as a result of, or in the course of, providing the TypingDNA products and services hereunder. Please review our Privacy Policy, available here <https://www.typingdna.com/legal/TypingDNAWebsitePrivacyPolicy.pdf>, which regulates how we process personal data. Continuing use of the TypingDNA products and/or services shall be considered as agreement to the terms of the Privacy Policy. The Customer is hereby advised that the Company may update or amend the Privacy Policy from time to time to reflect changes regarding information practices. If the Company makes any material changes, the Company will notify the Customer by email (sent to the email address specified in Customer's account) or by means of a notice on the Company's Website prior to the change becoming effective. Continuing use of any TypingDNA products and/or services shall be considered as consent/agreement to such updated terms of the Privacy Policy.
- 2.3. The Company may update, revise or amend this Agreement and/or any other policies, terms or conditions applicable to the use of the Website and/or our Service, at any time by posting a revised version on the Website. The Company will make reasonable efforts to notify the Customer of any material changes to this Agreement by posting a notice on the Company's Website and shall take effect immediately when posted. Continuing use of the Website, or any TypingDNA Service signifies the Customer's agreement to be bound by the current version of such Agreement. The Customer is exclusively responsible and liable for keeping up to date of the latest applicable version of these documents. If the Customer does not agree with this Agreement, then the Customer should immediately stop using the Service.
- 2.4. The Customer will ensure that all its End-Users comply with the Customer's obligations under this Agreement and that the terms of the Customer's agreement with each End-User are consistent with this Agreement. If the Customer becomes aware of any violation of its obligations under this Agreement caused by an End-User, it will immediately suspend access to the Service by such End-User to the applicable extent. The Company reserves the right to suspend or restrict the End-User's access to the Service in case of any violations. Normally that means a fall back to Root of Trust (ROT) authentication (e.g. SMS OTP).
- 2.5. The Company licenses a non-exclusive, non-transferable, non-sublicensable right of use of its Service to the Customer, conditioned by the compliance with this Agreement.
- 2.6. The Customer will use the Service only for its own purpose and refrain from reselling, distributing, renting or leasing the Service to third parties. A separate agreement to be executed between the parties is required for the Customer to use the Service in connection with third parties, other than its End-Users.
- 2.7. The Service should be used only as a second-factor authentication and never as a first factor of authentication. Before using the Service, there must be a gated system in place such as password protection. The Company does not guarantee perfect correctness or accurate

authentication or verification of any End User -- no biometrics-system can ever provide that. Using different devices, keyboards or health conditions (such as: a broken arm or any action that is substantially different than normal) can affect the accuracy of the Service.

- 2.8. The Service uses sophisticated fraud prevention algorithms meant to prevent potential attackers from conducting targeted and/or mass scale attacks, as a result some users may experience fall back to ROT authentication (e.g. SMS OTP) for extra safety.
- 2.9. The Customer is responsible to verify the End-User's Root of Trust (RoT), the phone and/or email address of the End-User before using the Service for typing verification. Not doing so may result in an abnormal level of unsuccessful verifications/registrations and potential breaches of security in which case TypingDNA may suspend any or all typing verifications, falling back to ROT authentication/verification for all End-Users until the cause is identified and fixed.
- 2.10. The Customer expressly acknowledges that if the End-User fails to provide the correct information when enrolling on the Service, the End-User may not be able to use the Service.
- 2.11. The Customer acknowledges that the End-User may be verified by the Company on other Customer's websites and/or platforms.
- 2.12. The Customer is responsible to obtain ROT information from its End-Users (e.g. phone number and/or email), in accordance with the applicable laws and regulations regarding Personal Data, as necessary for the Company and its Affiliates to provide the Service.
- 2.13. The relationship between the Company and the Customer's End-Users in relation to TypingDNA Verify is governed by the Company's [End User Agreement](#).
- 2.14. The Customer will not try to (or permit any of its employees or contractors to) copy or reverse-engineer the typing biometrics technology offered by the Company or otherwise use or reference the Service to develop or have developed a similar technology, except to the extent (and only to the extent) such reverse-engineering or other activity cannot be restricted under applicable laws.
- 2.15. The Customer will not interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service.
- 2.16. The Customer must notify the Company of any defect of the Service immediately after its detection. The Company will try to repair the defect within a reasonable period.
- 2.17. The intellectual property over the know-how, the software and design that runs the Service (source code and binaries) belongs exclusively to the Company. All modifications that may be made to it as a result of the cooperation between the parties, even suggestions of improvements made by the Customer, which may be developed by the Company (at the Company's option) and will belong to the Company. The Customer will have no ownership, not even partial, over the intellectual property in or to the Service, including the algorithms, software and systems of the Service.

- 2.18. The Company manages and maintains all the servers, including proprietary or third-party software. No direct access to the infrastructure or software is provided to the Customer.
- 2.19. The Company is entitled to carry out maintenance work that can disrupt the Service. The planned maintenance work may be notified in advance by email (sent to the email address specified in Customer's account) or by means of a notice on the Company's Website.
- 2.20. The Company reserves the right to modify, suspend or terminate the Service or its use by the Customer or as a whole at any time without giving prior notice or reason where the Company reasonably considers necessary or advisable to do so. These cases may include actual or suspected breach of security, or where the Company reasonably believes that the information the Customer or its End-Users provided to the Company is untrue, inaccurate, outdated or incomplete.

3. Payment

- 3.1. The Customer shall pay the Company for the use of the Service a monthly remuneration as per the tier and usage plan subscribed to, and all amounts paid are non-refundable except as otherwise provided in this Agreement or required by law. The payment shall be made through a payment platform chosen by the Company and the Customer shall be charged each calendar month on or about the 1st day of the following calendar month. Company may change pricing, tiers, and usage plans by publishing the change on its Website.
- 3.2. For invoicing purposes, the Customer shall also provide the VAT ID (if applicable) or other tax identification as and if requested.
- 3.3. The Customer shall pay all Invoices issued by the Company within thirty (30) days of the date of the invoice. If any Customer payment is more than thirty (30) days past due, interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) will accrue, unless the non-payment is subject to a good faith dispute by Customer of certain amounts invoiced under this Agreement. In this situation, the Company also reserves the right to suspend the Service.
- 3.4. The fees and other amounts payable by Customer to the Company do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon Company's net income. The Customer will provide to the Company relevant information to reasonably assist the Company in determining taxes. The Customer will promptly reimburse the Company for any taxes payable or collectable by the Company (other than taxes based upon Company's net income), unless the Customer is exempt from taxes and provides valid documentation regarding its tax exempt status within 10 days from the Effective Date.

4. Service Commitment & Availability

- 4.1. THE SERVICE IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND; TO THE EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR AN INTENDED PURPOSE, INTEGRATION, AVAILABILITY, NON-INFRINGEMENT, AND PERFECT SECURITY OR ACCURACY. However, the Company will use commercially reasonable efforts to make the Service available 99% of the time during each monthly billing cycle, with the mention that Company will not be liable for the consequences of any interruptions or errors.
- 4.2. The Customer understands that a service of such volumes cannot guarantee response times. The Customer understands that the Service will aim to always provide a response to all ServiceRequests even if some responses are slower during peak times.
- 4.3. Any anticipated increase in the volume of Service Requests, that increase the amount of daily Service Requests with at least 50% or a minimum of 300,000 Service Requests per day, compared to the average number of Service Requests in the previous 30 days, must be immediately notified by the Customer, so that the Company allocates the necessary hardware resources.
- 4.4. The Company reserves the right to clean or archive the database of the Service of inactive saved End-Users, or inactive Customers. An inactive saved End-User is an End-User for which no related Service Request has been made to verify their typing biometrics for more than 12 months. An inactive Customer is a Customer that did not make an Service Request for more than 12 months.
- 4.5. The Service commitment does not apply to any unavailability, suspension or termination of Agreement, or any other performance issues:
 - that result from a suspension / termination of this Agreement;
 - maintenance work on the Service;
 - caused by factors outside Company's reasonable control, including any force majeure event, host provider's service, or related problems beyond Company's demarcation point;
 - that result from any Customer's actions or inactions or any related third party;
 - that result from Customer's equipment, software or other technology and/or third-party equipment, software or other technology (other than Customer's infrastructure under Company's direct control).

5. Customer Support

- 5.1. The Customer may request technical support, by using the channels provided on the Company's Website or by emailing support@typingdna.com.
- 5.2. The Company does not guarantee any specific response time for technical support. The Company may limit or deny Customer access to support if it determines, in Company's

reasonable discretion, that the Customer is acting, or has acted, in a way that results or has resulted in misuse of support or abuse of Company's representatives.

6. Publicity

- 6.1. The Customer grants to the Company the right to use the Customer's name and logo on marketing materials (including, but not limited to the Company's Website and presentations). To object to this use, the Customer can send an email to contact@typingdna.com.

7. Confidentiality

- 7.1. The Receiving Party shall keep the Confidential Information in strict confidence and shall not use or disclose any of the Confidential Information to any third party in any manner whatsoever other than to perform its obligations or exercise its rights under this Agreement; provided, however, that the Receiving Party may make a disclosure of information contained in the Confidential Information to which the Disclosing Party gives its prior written consent; Company may engage subcontractors and disclose information to them to facilitate the provision of the Service.
- 7.2. This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Disclosing Party; or (e) is independently developed by the other party.

8. Indemnification

- 8.1. The Customer will indemnify, defend and hold the Company and its Affiliates and successors (and the officers, directors, employees, agents, service providers, licensors) harmless, at Customer's expense, against any claim, suit, action, proceeding losses, liabilities, damages, settlements which may arise out of or relate to: (a) unauthorized or illegal use of the Service by the Customer, (b) Customer's noncompliance with or breach of this Agreement, (c) the unauthorized use of the Service by any other person using the Customer's End User or other information, (d) the unauthorized disclosure or use of the Personal Data, or (e) reliance on the accuracy of the Service, including the usage of the Service by the Customer as a sole authentication factor.
- 8.2. The Company will notify the Customer in writing within thirty (30) days of its becoming aware of any such Claim; give the Customer sole control of the defense or settlement of such a Claim; and provide to the Customer (at his/her/its expense) with any and all information and assistance reasonably requested by to handle the defense or settlement of the Claim.

The Customer shall not accept any settlement that (i) imposes an obligation on the Company; (ii) requires the Company to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on the Company without its prior written consent.

- 8.3. The obligations of the Agreement shall extend to all entities that constitute "Customer," including all Affiliates, even though each such entity is not specifically named as a party to this Agreement. As such, Customer and its successors and assigns will be and remain liable for all of the obligations of all entities that constitute "Customer" under the Agreement, including all Affiliates, and the Company will look to Customer and its successors and assigns for enforcement of Company's rights under the Agreement.

9. Force majeure

- 9.1. The force majeure protects against liability to the extent and for the period that the party is prevented, hindered, or delayed to fulfil its obligation because of the force majeure event. The party that invokes the force major will communicate in writing, to the other party, the proof of the force major event, in maximum 5 days from its appearance. The same procedure of notification will apply in case of cessation of the force majeure event. If due to the force majeure event one of the parties is hindered to fulfil, totally or partially, its contractual obligations for a period longer than 30 (thirty) days, then the other party will have the right to cancel the Agreement, through a written notification sent to the other party.

10. Term & Termination

- 10.1. The term of this Agreement is one (1) year from the date the Customer agrees with the terms of this Agreement and shall renew automatically with one (1) year periods, unless either party provides the other party with a written notice, at least sixty (60) days prior to the end of the then-current term, of its intent to not renew.
- 10.2. The Customer may terminate this Agreement for cause if the Company is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the Company.
- 10.3. The Company may terminate the Agreement with a 30 days' notice sent by email to the Customer.
- 10.4. Notwithstanding the above, the Company may automatically suspend and cease providing Service without any notification in the event that the Customer violates, or is suspected of violating, this Agreement.
- 10.5. The Company may also terminate the Agreement without giving notice for any breaches of the Agreement.

10.6. Upon termination the Customer is prohibited from using the Service.

11. Limitations of Liability

- 11.1. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, PRODUCTIVITY, OPPORTUNITY OR PROFIT, OR DUE TO BUSINESS INTERRUPTION), UNDER ANY LEGAL THEORY OR CLAIM EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING WITHOUT LIMITATION LIABILITY ARISING OUT OF BREACH OF CONTRACT, TORT, OR THE USE, INABILITY TO USE, POOR PERFORMANCE, OR DEFECTS OF THE SERVICE.
- 11.2. The Company is not liable for any use of the Service by the Customer or its End-Users in violation of any laws and regulations, including the European Union or U.S laws, the Customer's local laws or regulations, or the End-Users local laws or regulations.
- 11.3. The Company is not liable for any loss, damages or expenses of any kind incurred or suffered by the Customer or its End Users arising from or in connection with any failure, delay or interruption in transmitting OTPs or any suspension or unavailability of the Service due to any failure of the mobile service network or any other circumstance beyond our reasonable control.
- 11.4. The Company is not liable for any loss, damages or expenses of any kind incurred or suffered by the Customer or its End-Users arising from or in connection with their use of or inability to use the Service, or any failure of the Service, including errors in verifying users' Typing Patterns or errors in transmitting OTPs.
- 11.5. The Company bears no responsibility or liability whatsoever in the event that the End-User's phone, email address or other device is stolen or hacked, and there is unauthorized use or access by a third party of End-User's phone number and/or email address or any other devices.
- 11.6. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim. If any Services are provided on or for an evaluation, trial, or proof of concept basis, then Customer's sole remedy in connection therewith will be termination of the evaluation, trial or proof of concept.
- 11.7. In any case, the Company is not liable, per claim or in the aggregate, for an amount greater than it was paid by the Customer during the last 12 months.
- 11.8. The Customer's liability will not be an amount greater than the amount paid already to the Company, except for liability relating to Company's intellectual property or breaching the following articles of this Agreement: 2.6, 2.14, 2.17, 3, 7, or 8.

12. Severability

12.1. If any provision of this Agreement shall be held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect.

13. No waiver

13.1. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14. Contracting Party and Specific Legislation

14.1. Customer's address determines which TypingDNA entity is the contracting party and invoicing the Customer.

14.2. If the Customer is domiciled in the European Economic Area (EEA), then the Customer is contracting with TypingDNA SRL and this Agreement shall be governed by the laws of Romania. For contracts with TypingDNA SRL, both parties' consent to the exclusive jurisdiction and venue of the courts in Bucharest, Romania, for all disputes arising out of or relating to this Agreement or the use of the Service. Provided however, if the Customer is domiciled outside the EEA, the Customer is contracting with TypingDNA Inc. and this Agreement shall be governed by the laws of the State of New York and the United States of America without reference to conflict of law principles. For contracts with TypingDNA Inc., both parties' consent to the exclusive jurisdiction and venue of the courts in New York, United States of America, for all disputes arising out of or relating to this Agreement or the use of the Service.

Date April 12, 2021
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