**Definitions**

Except to the extent expressly provided otherwise, in the Agreement:

**“Account”** means an account enabling the Client to access and use the Hosted Services, including both back-office account and the API account;

**“Affiliate”** means an entity that controls, is controlled by, or is under common control of, the relevant Party;

**“Agreement”** means the applicable Sales Order and Privacy Policy (including any amendments made to it from time to time) together with these Terms of Service including any Schedules, Exhibits or other Attachments hereof;

**“Business Day”** and **“Business Hours”** means any weekday other than a bank or public holiday in the United Kingdom; and the latter means the hours of 09:00 to 17:00 GMT (or BST during summertime) on a Business Day;

**“Charges”** means the following amounts:

1. The amounts specified in the applicable Sales Order for provision of Services; and
2. Such amounts as may be agreed in writing by the parties from time to time.

**“Charging Method”** means the method of payment of Charges agreed between the Client and the Provider and specified as such on the applicable Sales Order. The Charging Method available for the Services are:

1. Pre-paid billing: wherein the Client shall pay upfront for an agreed amount of Hosted Services usage; and
2. Subscription billing: The Client shall make periodic payments for the agreed usage of Hosted Services following a predetermined billing cycle. Any usage exceeding the agreed commitment will be charged based on actual usage. Unused capacity below the agreed commitment will not carry over, be refunded, or adjusted in subsequent billing periods.\*\*.

**“Client”** means the client listed in the applicable Sales Order, acting as the ‘Controller’ herein;

**“Client Data”** means all data, works and materials uploaded to or stored on the Platform by the Client; transmitted by the Platform as and when requested by the Client; supplied by the Client to the Provider for processing, uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Client;

**“Client Personal Data”** means any Personal Data that is processed by the Provider on behalf of the Client in relation to the Agreement;

**“Client Systems”** means the hardware and software systems of the Client that interact with, or may reasonably be expected to interact with, the Hosted Services;

**“Confidential Information”** means the information disclosed by either party, in writing, orally or otherwise, marked as confidential or which should have been reasonably understood to be confidential by the party in receipt of such disclosure and as provided under Clause 7 of this Agreement;

**“Controller”** has the same meaning given to it under the GDPR;

**“Customization(s)”** means a customization of the Hosted Services, whether made through the configuration or integration of software or otherwise;

**“Data Protection Laws”** means all applicable laws relating to the processing, privacy, and/or use of Personal Data including the *Data Protection, Privacy, and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019*, the *Data Protection Act 2018*, the *GDPR*, and the *Privacy and Electronic Communications (EC Directive) Regulations 2003*, including any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;

**“Documentation”** means any and all API documentation detailing the functions, classes, return types, arguments or any other information provided to effectively use the Hosted Services;

**“EEA”** means the European Economic Area including the UK;

**“Effective Date”** means the date when the Sales Order is countersigned by the last party to sign.

**“Expenses”** means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider’s obligations under the Agreement;

**“Force Majeure Event”** means any event beyond the reasonable control of a party (including a party’s Affiliates and/or subcontractors) including, but not limited to, the following: acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of sub-contractors, to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event to perform its obligations (other than the payment of moneys) in accordance with the terms of the Agreement;

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679), including the version of the same transposed into the UK law pursuant to the *European Union (Withdrawal) Act 2018*;

**“Hosted Services”** means online biometric verification services as specified in the Hosted Services Specification, which will be made available by the Provider to the Client as a service via the internet in accordance with the terms of the Agreement;

**“Hosted Services Defect”** means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

1. any act or omission of the Client or any person authorized by the Client to use the Platform or Hosted Services;
2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the Client or by any person authorized by the Client;
3. a failure of the Client to perform or observe any of its obligations in the Agreement;
4. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification; and/or
5. Client’s failure to implement corrections to the Hosted Services Defect.

**“Hosted Services Specification”** means the specification for the Platform and Hosted Services as set out in Schedule 1 and in the Documentation;

**“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (including, without limitation, copyright and related rights, database rights, confidential information, trade secrets, know how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**“Personal Data”** has the same meaning given to it under the GDPR;

**“Platform”** means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

**“Processor”** has the same meaning given to it under the GDPR;

**“Product(s)”** means any or all of the Services as are specified in the Agreement and may include the onsite or offsite Face liveness, Facial recognition;

**“Provider”** means the party providing Hosted Services and listed as such in the applicable Sales Order, acting as a Processor herein;

**“Sales Order”** means, irrespective of its title, a cover document that sets out details of Services to be provided, duration of such Services, payment of Charges, and the applicable Charging Method, incorporating these Terms of Service signed by, and binding on, both parties;

**“Schedule”** means any schedule attached herein which form an integral part of these Terms of Service;

**“Services”** means any services that the Provider provides to the Client under the Agreement;

**“Support Services”** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services in accordance with Schedule 4 but shall not include the provision of training services;

**“Supported Web Browser”** means the browsers specified by the Provider for onsite or offsite verifications, and may include the current or latest release, from time to time, of Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider notifies to the Client in writing;

**“Term”** has the meaning given to it in the applicable Sales Order;

**“Termination for Cause”**means, subject to Clause 13, where the Agreement is terminated if either party engages in any of the following: (i) acts of misconduct involving dishonesty or breach of trust; (ii) willful conduct in bad faith that significantly harms the other party, such as misappropriation of Confidential Information, fraud, or embezzlement; or (iii) a material breach of the Agreement.;

“**Third-Party Services**” means any or all Products or Services ancillary to the Hosted Service(s) and may include any Products or Services provided by the Provider’s sub-processors;

**“UK”** means the United Kingdom;

**“Update”** means a hotfix, patch or minor version update to any Platform software;

“**Upgrade**” means a major version upgrade of any Platform software;

**“US$”** means the currency/Dollar of United States of America; and

**“€”** means the Euro currency used in majority countries of the European Union.

1. **Hosted Services**
	1. To access Hosted Services, the Client must submit a Sales Order. The Provider will draft the Sales Order to outline the details of the purchased services, applicable fees, chosen Charging Method, and any specific conditions. The agreement will become binding once both parties sign it.
	2. Unless otherwise stated in Clause 2.4, Clause 6.3, and Clause 13, the Term will automatically renew under the current Terms of Service or any amendments applicable at the time, unless one party notifies the other in writing of their intention not to renew.
	3. The Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and utilize the Hosted Services through a Supported Web Browser, in accordance with the Documentation, for the duration of the Agreement.
	4. The Client is prohibited from sublicensing access, allowing unauthorized users to access Hosted Services, redistributing any content from the Hosted Services, or modifying the Platform in any way. The Client must ensure that unauthorized users do not gain access and must maintain reasonable security measures.
	5. Schedule 2 governs service availability. The Provider is not responsible for any data sent or received through the Hosted Services. The Client is responsible for using the Hosted Services in a manner consistent with applicable laws, regulations, and the Provider’s policies.
	6. All Intellectual Property Rights related to the Hosted Services and Documentation remain the sole property of the Provider. The Client has no ownership or proprietary rights in the Software, Documentation, or Services beyond the limited rights granted herein. The Client shall not modify, decompile, disassemble, reverse engineer, sublicense, sell, or lease the Provider’s Intellectual Property.
	7. The Hosted Services must not be used in any way that causes disruption, harm, or degradation of service. The Client has no right to access any software code (including source, intermediate, or object code) during or after the Term.
	8. The Client must not use Hosted Services for unlawful, fraudulent, or harmful activities. All rights not explicitly granted to the Client are reserved by the Provider.
	9. Any Customizations made for the Client remain the Provider’s exclusive property. Any modification, extension, or alteration made by the Client is automatically assigned to the Provider. The Client must not use, permit, or enable any third party to utilize the Hosted Services to create competing products or services.
2. **Client Obligations**
	1. Unless otherwise agreed in writing, the Client must provide the Provider with necessary cooperation, support, information, and documentation required to comply with applicable laws, including Data Protection Laws.
	2. The Client is responsible for ensuring that its hardware and software systems are compatible with the Hosted Services and must comply with the requirements of Schedule 1. Any changes must be agreed upon in writing.
	3. Without express written permission, the Client may not resell, white-label, or rebrand the Hosted Services. The Client must:
3. Notify third parties regarding data use and disclosure in compliance with applicable laws.
4. Obtain the necessary permissions for the Provider to process third-party data.
5. Refrain from using the Hosted Services for illicit, misleading, or malicious activities, including transmitting harmful software.
6. Monitor and regulate its personnel using the Hosted Services.
7. Comply with all applicable laws when using Hosted Services.
8. **Client Personal Data**
	1. The Client warrants that its use of Personal Data complies with all applicable laws and does not infringe any third-party rights.
	2. The Provider may use the Client’s name, trade name, trademark, and logo for promotional purposes, including online platforms and marketing campaigns. Any use by the Provider benefits the Client, who retains ownership of its brand assets.
9. **Integrations with Third-Party Services**
	1. The Client hereby grants express permission for the integration of the Hosted Services with services rendered by Third-Party Services, with the intent to provide a comprehensive set of Hosted Services.
	2. The Provider reserves the unencumbered right, at its sole discretion, to revoke, curtail, or impose limitations upon any integration involving Third-Party Services.
	3. The Client expressly recognizes and concurs that the synthesis of such Third-Party Services might necessitate the transference of Client Data from the Hosted Services to the corresponding Third-Party Services.
10. **Third-Party Services: Shufti x Facia.ai**
	1. The Provider has integrated Optical Character Recognition (OCR) and Document Verification services provided by Shufti. By using our services, you acknowledge and agree to the following terms regarding third-party service providers.
	2. Scope of Third-Party Services:
11. The Provider facilitates access to OCR and document verification services powered by Shufti, but the Provider does not own, control, or modify these services.
12. These services involve extracting, processing, and verifying user-submitted data (e.g., identity documents, biometric information) for identity authentication and fraud prevention.
13. While the Provider aims to provide seamless access, the Provider does not guarantee the accuracy, reliability, or availability of these services at all times.
	1. Data Processing, Storage & Privacy
14. User data provided for verification purposes will be processed by Shufti in accordance with their privacy policies, security protocols, and applicable data protection laws (e.g., GDPR, CCPA).
15. Data may be stored temporarily or for an extended period for legal compliance requirements.
16. The Provider do not assume liability for Shufti’s handling, storage, or security of user data beyond what is mutually agreed between Shufti and the Provider.
17. Users should review Shufti’s privacy policy before using the verification services.
	1. User Consent & Responsibilities:
18. By using our OCR and verification services, users explicitly consent to their data being processed by Shufti for authentication and fraud prevention purposes.
19. Users must provide accurate and valid information to avoid verification failures.
20. The Provider does not guarantee verification success—approval or rejection depends on Shufti’s assessment of the provided data.
21. Users are responsible for ensuring their data complies with legal and regulatory requirements applicable in their jurisdiction.
	1. Service Limitation & Availability
22. The OCR and verification services may experience downtime due to maintenance, system updates, or technical failures by Shufti.
23. The Provider reserves the right to modify, suspend, or discontinue these services at any time, especially if Shufti changes their terms, pricing, or service availability.
24. Service results may vary due to factors such as document quality, network issues, or regulatory restrictions.
	1. Compliance & Legal Obligation
25. Facia.ai and Shufti comply with GDPR, CCPA, and other relevant regulations, but users should ensure that their use of verification services aligns with their local laws.
26. If required by law, user data may be disclosed to authorities, regulatory bodies, or law enforcement agencies.
27. Users acknowledge that Shufti may transfer data across jurisdictions as permitted under applicable data protection laws.
	1. Liability & Indemnification
28. Facia.ai is not liable for errors, inaccuracies, delays, or system failures caused by Shufti’s services.
29. The Provider does not warrant that third-party services will be error-free, uninterrupted, or meet specific user needs.
30. Users agree to indemnify and hold harmless Facia.ai from any claims, damages, or liabilities arising from Shufti’s service failures, incorrect verifications, or data processing errors.
	1. Termination & Service Charges
31. Facia.ai reserves the right to terminate or alter access to OCR and verification services based on operational needs, legal requirements, or changes in our agreement with Shufti.
32. In case of termination, users may no longer be able to access verification services, and any pending verifications may be cancelled without liability on our part.
33. Continued use of these services after any modifications constitutes acceptance of the updated terms.
34. **Third-Party Services: Facia.ai x Hetzner**
	1. Service Level Guarantees & Penalties
35. Third-Party Dependency

Facia.ai has integrated Hetzner as a third-party service provider for hosting and server infrastructure. As a result, all uptime, downtime, accessibility issues, errors, and delays related to Hetzner's servers are beyond Facia.ai's control and liability. Users acknowledge that Facia.ai does not guarantee uninterrupted service due to this dependency.

1. No Liability for Downtime

Facia.ai shall not be held responsible for any loss, business disruption, or other consequences resulting from downtime, server inaccessibility, or performance issues caused by Hetzner.

1. No Refund Policy for Downtime

In case of extended or repeated downtimes, no refunds shall be issued. Facia.ai will, however, actively coordinate with Hetzner to resolve any service disruptions promptly.

1. Server Redundancy & Backup Strategy

As a precautionary measure, we maintain servers in multiple locations and implement a robust fallback mechanism with a comprehensive backup strategy. In the event of an issue affecting a primary server, the fallback servers automatically assume the primary role, ensuring seamless functionality and uninterrupted operations.

* 1. Data Retention & Deletion Policy
1. Data Retention Period

Facia.ai maintains a 1-year data retention policy. Client/user data shall be stored securely during this period, subject to applicable regulations.

1. Use of Data for AI Model Optimization

By using Facia.ai’s services, the users explicitly consent to Facia.ai utilizing their data to optimize, improve, and train AI models, ensuring enhanced accuracy, efficiency and o its AI-driven services, Any data used for such purposes shall be processed in compliance with applicable data protection regulations and anonymizations standards, where required.

1. Explicit Data Deletion Requests

Users may request deletion of their data by sending an email to:

1. tech@facia.ai
2. support@facia.ai

Upon receiving a valid deletion request, Facia.ai shall process it in compliance with its internal security protocols and regulatory obligations.

1. No Recovery Post-Deletion

Once data is deleted as per a user’s request, it cannot be recovered. Users must ensure they have backup copies before submitting deletion requests.

* 1. Third-Party Liability Disclaimer
1. No Responsibility for Third-Party Failures

Facia.ai shall not be held liable for any failures, breaches, or service disruptions caused by Hetzner. This includes:

1. Service interruptions due to Hetzner's downtime.
2. Data breaches arising from Hetzner’s security failures.
3. Legal or contractual disputes involving Hetzner.
4. Client Acknowledgment

By using Facia.ai’s services, clients acknowledge and accept that Hetzner operates independently, and Facia.ai does not assume liability for their actions or inactions.

* 1. Ai & Algorithm Accountability & Bias Mitigation
1. Performance Metrics & Limitations

Facia.ai’s AI-driven solutions, including biometric verification, utilize machine learning algorithms. While our system has undergone rigorous third-party evaluations, users acknowledge that:

1. AI-based verification is not 100% error-free and can be influenced by external factors.
2. Facia.ai guarantees reasonable commercial viability and accuracy, but no absolute certainty.
3. Third-Party Certification

Facia.ai has achieved 100% accuracy certification from iBeta, a third-party evaluation body in the US. This certification reflects the system’s high performance and reliability in biometric verification.

1. AI Errors & No Liability

AI models may generate false positives or false negatives due to data quality, environmental conditions, or inherent biases. Facia.ai shall not be liable for any incorrect verification results or associated consequences.

* 1. Intellectual Property (IP) & Branding
1. Ownership of Custom Solutions

Any intellectual property (IP) resulting from customizations requested by a client shall remain the property of Facia.ai, even if a license fee is paid. Clients shall not claim ownership over any AI models, enhancements, or proprietary methodologies.

1. Use of Client Logos & Branding

Facia.ai reserves the right to feature client logos, testimonials, and partnerships on its website, marketing materials, and social media platforms. Clients may request exclusion from promotional use by contacting support@facia.ai.

1. **Data Collection from Public Sources**
	1. Facia may collect, process, and use data from publicly available sources, including but not limited to publicly accessible websites, social media platforms, government records, and other open data repositories. This data may be used to improve our services, enhance our algorithms, and ensure the accuracy and reliability of our technology.
	2. By using our services, you acknowledge and agree that Facia may incorporate publicly available data into its systems, provided such collection and use comply with applicable laws and regulations. If you believe that your data has been used in a manner inconsistent with your rights, you may contact us at *support@facia.ai* OR *legal@facia.ai* to request review or removal where applicable.
2. **Payments**
	1. The Client must pay all applicable fees and charges as specified in the Sales Order. Payments are due within ten (10) days of invoice issuance.
	2. Late payments may result in:
3. Interest accruing at an annual rate of 9% above the Bank of England’s base rate.
4. Additional compensation as per the Late Payment of Commercial Debts (Interest) Act 1998.
5. Temporary suspension of services until outstanding amounts, including interest, are paid in full.
	1. Prepaid & Unused Services
6. Facia.ai offers prepaid service plans where users purchase verification checks or API access in advance. Unused verification checks will neither be rolled over to the next term nor refunded.
7. All service plans are subject to automatic renewal at the end of each term. Users who do not wish to renew must provide written notice at least 1 month prior to the renewal date.
	1. Refund Policy

Facia.ai does not offer refunds for prepaid but unused services. Clients are encouraged to use their purchased quotas within the designated period.

* 1. Pricing Adjustments

Facia.ai reserves the right to modify pricing, payment terms, or service plans at its discretion. Clients will be informed at least 30 days in advance of any changes affecting ongoing service agreements.

* 1. Acceptance of Terms

By using Facia.ai’s services, users explicitly acknowledge and agree to the above Terms & Conditions, including third-party service dependencies, AI performance limitations, liability exclusions, and data retention policies.

For any inquiries or clarifications, please contact:

* support@facia.ai
* legal@facia.ai
1. **Unused Verification Checks**
	1. Any unused verification checks remaining at the end of a billing cycle or contractual term shall not be carried over to any subsequent term.
	2. The Client acknowledges that unused checks will expire upon the completion of the applicable term, and no refunds, rollovers, or credits shall be issued for any unused portion. The Client is responsible for utilizing the allocated verification checks within the designated term.
2. **Confidentiality**
	1. Pursuant to the negotiation and execution of this Agreement, both Parties acknowledge that they might gain access to or be exposed to the Confidential Information of the other Party. Such Confidential Information may encompass, but is not limited to, proprietary trade secrets, computational codes and programs, algorithms, operational features, non-public inventions, technical methodologies, procedural blueprints, software designs and structures, product and service specifics, as well as data about vendors, employees, consultants, clients, potential clients, and various technical, commercial, pricing, fiscal, and marketing strategies. It might also include any other data that, under reasonable circumstances, the receiving Party should recognize as confidential. To this end, both parties covenant to:
3. Safeguard the Confidential Information of the other Party with the equivalent level of precaution it employs for its own similarly confidential data;
4. Abstain from revealing the other Party’s Confidential Information to any third-party without the prior written approval from the said party, ensuring that any such disclosure is contingent upon written confidentiality stipulations sanctioned by the Party to whom the Confidential Information pertains;
5. Continually act with utmost good faith concerning the Confidential Information of the other Party; and
6. Limit the use of the other Party’s Confidential Information strictly to the intended purposes for which it was shared.
	1. Notwithstanding the provisions set forth in Clause 8.1, a party's Confidential Information may be divulged by the recipient to its directors, personnel, legal counsel, insurers, representatives, and subcontractors who necessitate access to the aforesaid Confidential Information in furtherance of their duties related to the Agreement and who are contractually obligated, whether through a formal written instrument or an executed non-disclosure agreement, to maintain the secrecy of the shared Confidential Information.
	2. This Clause 10 does not impose duties regarding a party's Confidential Information if said Confidential Information:
7. is accessible to a party from a non-confidential source not currently, or previously, bound by a non-disclosure commitment concerning the Confidential Information.
8. contemporaneous with or subsequent to the disclosure, is legitimately procured from sources in the public domain (excluding instances resulting from a disclosure by the receiving party or its representatives); or
9. is autonomously obtained or formulated by a party without contravening its responsibilities under this Agreement or any applicable law or is secured by either party from a third entity where the other party has no grounds to suspect a breach of a duty of confidentiality.
	1. Limitations set forth in this Clause 10 are non-operative if any Confidential Information must be disclosed due to legislative or regulatory mandates, any judicial or governmental directive or request, or any stock listing prerequisites for either party on a recognized stock exchange.
	2. Upon the termination of the Agreement, each party shall forthwith discontinue utilization of the other party’s Confidential Information; within five (5) Business Days post receiving a written request for termination from the other party, the respective party must obliterate or revert (at the discretion of the other party) all media, tangible or otherwise, containing the Confidential Information of the other party and must expunge said Confidential Information.
	3. The stipulations of this Clause 10 remain operative for a duration of three (3) years post the termination of the Agreement.
	4. The parties are precluded from executing public disclosures relating to the Agreement or its contents (inclusive of statements in press releases, public proclamations, and marketing materials) devoid of prior written consent from the Provider, such consent not to be unreasonably withheld or postponed.
10. **Data Protection**
	1. In compliance with the Agreement, both parties shall comply with the provisions of the Data Protection Laws regarding the processing of Personal Data. The Provider shall solely handle the Client Data in accordance with the documented instructions of the Client, as outlined in the Agreement or any additional written agreement between the parties.
	2. Notwithstanding anything to the contrary contained herein, the Provider may, if required by applicable law or a lawfully invested authority, disclose the Client Data in such manner as stipulated by such requirement. In such instances, save to the extent prevented by slaw, the Provider shall endeavor to give the Client prompt notice of said disclosure.
	3. As of the Effective Date, the Client authorizes the Provider to engage third parties for the processing of Client Data. The Provider must inform the Client at least fourteen (14) days in advance of any proposed changes in the use of a third-party processor. If the Client disagrees with the planned changes before they are made, the Client has the right to terminate the Agreement by providing written notice to the Provider within seven (7) days of the Provider's notification of the upcoming changes. The Provider must ensure that all third-party processors comply with legal obligations similar to those imposed on the Provider..
	4. Both the Provider and Client must establish appropriate technical and organizational protocols to ensure a satisfactory level of protection for the Client Data, including measures outlined in Schedule 5.
	5. The Provider must ensure that individuals authorized to handle the Personal Data either commit to maintaining confidentiality or are subject to an applicable legal confidentiality requirement.
	6. The Client confirms and guarantees to the Provider its legal right to disclose all Personal Data in connection with the Agreement. Additionally, only Personal Data of individuals within specified categories in the Sales Order will be provided by the Client to the Provider. The Provider is limited to processing Client Data for purposes specified in Schedule 5.
	7. For the duration of the Term and any additional periods required by relevant laws, the Provider shall exclusively handle the Client Data in accordance with the provisions of this Clause 8.
	8. The Client acknowledges that Client Data may be transferred beyond the boundaries of the European Economic Area (EEA) in accordance with the execution of this Agreement and Standard Contractual Clauses (SSCs). The Client is responsible for obtaining the necessary consents for such transfers. Additionally, if required by Data Protection Laws, the Provider may request a separate data processing agreement to be negotiated with the Client.
	9. The Provider will assist the Client in upholding obligations related to the security of processing Personal Data, notifying breaches, conducting impact assessments, seeking prior consultation for high-risk processing, and facilitating the exercise of data subject rights under the Data Protection Laws.
	10. Should any changes or upcoming updates to the Data Protection Laws result in non-compliance regarding the processing of Personal Data as set out in the Agreement, both parties will promptly work together to agree on the required modifications to the Agreement to address such non-compliance.
11. **Warranties**
	1. The Provider hereby covenants to the Client that:
12. it shall comply with all applicable statutory and regulatory requirements relevant to the exercise of its rights and the fulfilment of its obligations under this Agreement;
13. The Platform shall incorporate security measures in line with current industry practices; and
14. The Hosted Services, when used in accordance with this Agreement by the Client, must comply with all relevant laws under English jurisdiction and must not violate the Intellectual Property Rights of any person or entity, regardless of jurisdiction or legal framework in force.
	1. The Client hereby recognizes and acknowledges that:
15. Using the Hosted Services is exclusively at the Client's discretion and risk. The Provider does not guarantee that the service is fit for any purpose whatsoever or will meet all of the Client's needs or that the operation of the Hosted Services will always be smooth and error-free.
16. the Hosted Services and related elements are tendered "in their current state" and "subject to availability", inclusive of all defects, and the Provider categorically waives all express, implied, or statutory warranties and conditions, except those that cannot be excluded under Applicable Law, pertaining to the Hosted Services and affiliated elements, including, but not limited to, warranties of merchantability, satisfactory quality, specific utility, precision, undisturbed enjoyment, and non-infringement of third-party rights. Neither verbal nor written instructions from the Provider or its subsidiaries shall be deemed to create any warranty, whether implied or express.
17. software of intricate nature is invariably not devoid of imperfections, discrepancies, glitches, or potential security breaches; and, contingent upon other stipulations of the Agreement, the Provider abstains from providing any warranties or assurances that the Hosted Services shall remain impervious to such flaws or that such flaws shall be rectified expeditiously.
18. The Hosted Services have been customized to align only with the software and systems specified as compatible in the Hosted Services Specification. The Provider does not warrant or guarantee that the Hosted Services will be compatible with any other software or systems.
19. The Provider does not warrant absolute precision in outcomes or strict adherence to a 5-second verification timeframe; slight deviations may occur infrequently due to factors such as spikes in website traffic or the quality of verification documentation.
20. Any financial obligations in the form of Charges, regardless of whether the Hosted Services are used or not, once incurred, are irrevocably due and payable and binding on the Client and cannot be refunded or varied, except as specified in a validly executed Sales Order..
21. The Client confirms that it has had the opportunity to seek advice from its own legal counsel regarding this Agreement, has thoroughly reviewed this Agreement, understands its terms, and is signing this Agreement voluntarily, without any pressure or undue influence from the Provider or any other party.
	1. It is understood and accepted by the Client that when entrusting the Provider with Personal Data of its consumers or end-users for processing, the Client is responsible for obtaining consent from its consumers or end-users and ensuring compliance with Data Protection Laws before transferring the Personal Data to the Processor. After such transfer, the Client must maintain and enforce a privacy policy in accordance with Data Protection Laws..
	2. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral. The Parties shall have no other obligations or liability save as set out herein or arising from the express terms hereof. To the maximum extent permitted by the applicable law, all terms implied by statute or common law are excluded.
	3. Each Party guarantee to the other that to the best of its knowledge and belief:
22. the individual signing this Agreement on their behalf possesses the requisite authority to do so;
23. the execution of this Agreement does not contravene any prior agreements to which they are party.
	1. Except for the warranties stated above, both parties hereby disclaim all express or implied representations and warranties related to this Agreement to the fullest extent allowed by current applicable law.
	2. The Provider makes no guarantees or promises regarding the effectiveness, results, or advantages of the services, or any information included in or supplied under this Agreement, except as explicitly stated herein.
	3. No agent or representative of the Provider has the authority to modify, expand, or further explain this limitation or the disclaimer of representations, warranties, and related terms set forth in this Agreement.
	4. In the event of a breach of any representations or warranties set forth in this Agreement (excluding fraudulent misrepresentation), the party in breach shall be obligated to promptly take all commercially reasonable steps to remedy such breach.
24. **Client Indemnities**
	1. In the event of breach by the of this Agreement, the Client agrees to indemnify and hold harmless the Provider from any liabilities, damages, losses, costs, and expenses, including attorney's fees and all legal costs. This indemnification covers loss and damages suffered by the Provider directly or indirectly as a result of the Client's breach. Furthermore, the Client agrees to:
25. extend to the Provider any and all cooperation and assistance as may reasonably be solicited by the Provider;
26. grant the Provider full and exclusive control over handling, resolving, and settling all disputes, legal matters, negotiations, and agreements with third parties; and
27. abstain from accepting liability or arriving at any settlements concerning disputes or legal confrontations with third parties without securing the prior written consent of the Provider. It is imperative to note that any commitment on the part of the Provider to compensate the Client is rendered null and void unless the Client strictly adheres to the stipulations of this Clause.
28. **Limitations and Exclusions of Liability**
	1. Subject to this Clause 14, the Provider's liability to the Client shall be limited to obligations:
	2. Relating to this Agreement, including obligations under any indemnification provisions;
	3. In connection with the Client's use of the Hosted Services and Documentation;
	4. In respect of any claims of tort, whether negligent or otherwise, arising from this Agreement.
	5. The terms of this Agreement shall not limit or exclude:
	6. Any liabilities for death or bodily harm resulting from negligence;
	7. Any liabilities for deceit or fraudulent misrepresentation;
	8. Any obligations that cannot be waived under relevant statutory provisions;
	9. Any obligations that are non-disclaimable under the governing law;
	10. Any obligations specified in Clauses 1, except Clause 1.6.
	11. Notwithstanding Clause 13.1, the Provider shall not be liable, whether in contract, tort (including negligence or breaches of statutory duties), misrepresentations, restitution claims, or any other claims arising from this Agreement, for:
29. Loss of anticipated revenue, business interruptions, projected savings, business opportunities, goodwill depletion, data loss, or similar losses (whether direct or consequential);
30. Any direct, indirect, or consequential damages, costs, fees, or financial burdens;
	1. total financial liability of the Provider for any single incident or a series of related incidents, whether in contract, tort (including negligence or statutory breaches), misrepresentations, restitution claims, or other claims arising from this Agreement, shall not exceed the lesser of:
31. USD 5,000; or
32. The total amount paid or due to be paid by the Client to the Provider within the three months preceding the incident(s).
	1. The Client shall not be liable to the Provider for losses resulting from a Force Majeure Event.
	2. To the maximum extent permitted by law, and notwithstanding anything to the contrary contained herein, the Provider shall not be liable to the Client for any indirect, consequential, or special losses or damages arising out of or in connection with this agreement, including but not limited to loss of profits, revenue, business, or goodwill.
33. **Force Majeure Event**
	1. In the event that a Force Majeure Event causes a delay or inability to fulfil any contractual obligation under the Agreement by either party (excluding any fiduciary duties), such obligation shall be temporarily suspended for the duration of the Force Majeure Event.
	2. Should a party experience a Force Majeure Event that causes or is expected to cause a failure or delay in meeting its contractual obligations under the Agreement, the party must promptly inform the other party and provide an estimate of the expected duration of the delay.
	3. Each Party who is unable to comply with the terms of the Agreement due to a Force Majeure Event, shall take all reasonable steps to mitigate the impact of the Force Majeure Event.
	4. In no event shall a Force Majeure Event release the Client from the responsibility to pay the Charges as specified in this agreement.
34. **Term and Termination**
	1. Subject to the terms set forth in this Agreement, this Agreement shall come into force on the Effective Date and shall remain in force for the duration of the Term.
	2. Each Party may terminate this Agreement subject to written notice given by at least thirty (30) days prior to the intended termination date.
	3. A Party may terminate this Agreement for breach ("Termination for Cause") subject to giving written notice to the defaulting party within seven (7) days following first becoming aware of occurrence of such breach demanding rectification of the breach within a time frame of no less than fourteen (14) days from the date of notification of breach. If the defaulting party remains non-compliant without rectifying the identified breach within the designated fourteen (14) days period, the Agreement shall terminate upon the expiry of such fourteen (14) days period.
35. **Governing Law & Jurisdiction**

This Agreement is governed by the laws of England and Wales. Any disputes shall be resolved exclusively by the courts of London, England.

1. **Interpretation**
	1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
	2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality),
	3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
	4. A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
	5. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
	6. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party includes that party's personal representatives, successors and permitted assigns.
	7. A reference to writing or written excludes fax and email.
	8. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
	9. A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
	10. References in the Agreement to “calendar months” are to the twelve (12) named periods (January, February and so on) into which a year is divided.

**SCHEDULE 1 (HOSTED SERVICES PARTICULARS)**

**Description of Hosted Services**

* **3D Liveness**

"Facia 3D Liveness service functions based on utilizing in-house state-of-the-art AI models for verifying a person's liveness from their face image/video. Facia liveness detection service aims to provide a high level of accuracy. The liveness detection real-time journey is designed to enhance security measures by conducting various checks, including Print Attack, Replay Attack, 3D Mask Attack, Camera Manipulation, and Thermal Imaging Attack.

* **Face Match (1:1)**

Face Match (1:1) feature enables businesses to cross-validate a single image with another image/video in real-time. AI models are capable of accurately detecting the similarity between two provided face images to identify potential fraud. This functionality can be applied for access control, authentication, or any situation necessitating a robust level of identity confirmation.

* **Face Enrol**

With Face Enrol service, customers have the option to securely enrol face images into Facia’s database. The process includes storing images for potential identification purposes. This step is viewed as essential in establishing a strong and dependable authentication system.

* **Face Search (1: N)**

The Face Search (1: N) feature is designed to enhance identification capabilities by allowing the system to search through a database for a potential match when presented with a facial image. This feature can be useful in scenarios where identification from a pool of individuals is needed, such as in public security, event management, or customer verification. The system will compare the provided face image with all existing entries and may return a match if one is found.

* **Age Estimation**

Age Estimation service leveraging advanced facial analysis algorithms offers a method to provide an approximate estimation of an individual's age based on facial features, offering valuable insights.

* **Account deduplication**

Facia offers the option to address data integrity challenges with its account deduplication service. Through the use of facial recognition technology, the system is designed to identify and resolve duplicate entries within accounts or databases. This service aims to assist clients in managing certain risks in line with their business requirements and to limit access for users attempting multiple verifications.

**Client Infrastructure**

The Client may, at their discretion, consider incorporating the Hosted Services into their respective web platforms or mobile application interfaces

**Financial Obligations**

Notwithstanding any other provision contained herein, the Agreement shall become operational upon the Client's payment of the setup fee and/or any ancillary Financial Obligations as set out in a valid Sales Order, without implying any warranty or guarantee.

**Authorized Representatives**

The Client must ensure that any instructions related to the matters outlined in the Agreement are communicated solely by a designated Client Representative to a designated Provider Representative. The Provider is entitled:

1. to regard such instruction as being duly sanctioned by the Client; and
2. to refuse compliance with any divergent instructions pertaining to the same topic.

**Notices**

For the transmission of any contractual communications, the Client is required to communicate with the Provider via email at: legal@facia.ai

**SCHEDULE 2 (AVAILABILITY SLA)**

1. **Scope**
	1. Schedule 2 outlines the Provider's responsibilities regarding the availability of the Hosted Services in a contemporary manner.
	2. Schedule 2 - Uptime Definition
	3. Within the scope of this Schedule 2, the term "uptime" is defined as the measurable percentage within a specified period where the Hosted Services are operational at the point where the public internet connects with the Provider's network infrastructure.
2. **Service Availability**
	1. Subject to Clause 4, 5 & 6:
	2. The Provider is obligated to make all reasonable efforts to ensure that the Hosted Services maintain an uptime of at least 99% for each calendar month.
	3. The Provider is responsible for evaluating and measuring uptime, using any reasonable and fair method for such evaluation..
	4. Upon the Client's written request, the Provider shall provide the Client with a report outlining the uptime metrics for each month. This report must be delivered within ten (10) business days upon receipt of the request from the Client.
3. **Exemptions**
	1. Any service interruption or downtime, whether directly or indirectly caused by any of the listed situations below, shall be excluded from the calculations determining the Provider’s compliance with the uptime commitment outlined in Paragraph 2.1:
4. a Force Majeure Event;
5. any disruption or failure in the Provider's hosting infrastructure operations;
6. any failure or disruption of the Client's digital devices or network systems;
7. any breaches by the Client of the provisions of the Agreement; or
8. periodic maintenance carried out in accordance with the Agreement.

**SCHEDULE 3 (MAINTENANCE SLA)**

1. **Scope**
	1. This Schedule 3 sets out the service standards applicable to the Maintenance Services.
2. **Scheduled Maintenance**
	1. Where commercially reasonable, the Provider will provide the Client with at least ten (10) Business Days' advance written notice of any upcoming Maintenance Services that could impact the availability or significantly and negatively impact the Hosted Services. This notice does not affect any other notification requirements outlined in this Schedule 3..
	2. The Provider will endeavor to perform all specified Maintenance Services outside of regular business hours, to the extent possible..
3. **Updates**
	1. The Provider will provide the Client with a formal written notice regarding the implementation of any security Update on the Platform and must give a minimum of ten (10) Business Days' advance written notice for the implementation of any non-security Update on the Platform..
	2. The Provider's responsibilities regarding the implementation of Updates on the Platform are as follows:
4. Security updates from third-party sources will be promptly implemented on the Platform upon their release by the relevant third party. However, the Provider will use careful judgment in deciding not to apply certain third-party security updates..
5. The Provider will promptly integrate indigenous security updates into the Platform upon identifying a security vulnerability and successfully validating the relevant update..
6. Diverse Updates will to the extent feasible be seamlessly incorporated into the Platform in accordance with any timetable communicated by the Provider to the Client or mutually agreed upon by the parties on a regular basis.
7. **Upgradation**
	1. At a minimum, during the Term, the Provider reserves the right to introduce Upgrades once in each calendar year.
	2. To the extent commercially reasonable to do so, Provider will provide the Client with at least ten (10) Business Days' written notice before implementing an Upgrade on the Platform..
	3. Each Upgrade to the extent commercially reasonable will be seamlessly incorporated into the Platform within a timeframe specified by the Provider to the Client or mutually agreed upon in writing.

**SCHEDULE 4 (SUPPORT SLA)**

1. **Scope**
	1. This Schedule sets out the service standards for the provision of Support Services.
2. **Help Desk Provisions**
	1. The Provider agrees to provide the Client with a help desk in accordance with the terms set forth in this Schedule 4.
	2. The Client may only use the help desk for seeking assistance and accessing the Support Services. The Client is not allowed to use the help desk for any other purposes..
	3. The Provider will use reasonable endeavors to ensure that the help desk is accessible through email, the Provider's online chat platform, and, if these methods are unavailable, via phone or Skype..
	4. The Provider will use reasonable endeavors to ensure that the help desk is operational and adequately staffed during business hours. Additionally, the Provider is required to provide a telephone contact for the Client to address urgent matters outside of regular business hours..
	5. The Client agrees to ensure that all requests for Support Services are directed solely through the help desk..
3. **Response and Remediation Protocols**
	1. Issues brought forth via the Support Services shall be classified (as determined by the Provider in its discretion acting reasonably) as:

**Urgent:** The Hosted Services cease to function, or a core feature of the Hosted Services becomes inaccessible;

**Normal:** A core feature of the Hosted Services encounters interference, which does not escalate to a critical issue; or an additional feature of the Hosted Services experiences significant disruption

* 1. The Provider agrees to use reasonable endeavors to ensure that its response to a request for Support Services includes the following information (if relevant to the request): confirmation of receipt of the request, an initial assessment of any reported issues, and a proposed timeline for addressing the request.
1. **Support Levels**

|  |  |  |
| --- | --- | --- |
| **Support Type** | **Response Time, within****within Business Days** | **Resolution Time,****within Business Days** |
| **Basic** | Normal: Urgent:  | 31 | 5 |
| **Priority** | Normal: Urgent: | 21  | 1 |

1. **Stipulation for the Tendering of Support Assistance**
	1. The Support Services will be provided remotely, unless the parties mutually agree otherwise in writing..
2. **Support Services Limitations**
	1. Notwithstanding the specific Support Category chosen by the Client, if the total hours worked by the Provider's personnel in providing Support Services in any calendar month exceed twenty (20) hours,:
	2. The Provider's obligation to provide Support Services to the Client for the rest of the current calendar month shall cease.;
	3. the Provider may, in its sole discretion, agree to provide Support Services to the Client for the remaining part of the same calendar month, possibly subject to additional Charges.
	4. The Provider is not obligated to provide Support Services for any resulting discrepancies from:
	5. the Client's unauthorized use of the Hosted Services; or
	6. any changes to the Hosted Services made without the Provider's prior approval.

**SCHEDULE 5 (DATA PROCESSING INFORMATION)**

1. **Categories of Data Subject**
	1. Client’s Face data
2. **Purposes of Processing**

All Personal Data will be processed in accordance with our Privacy Policy, which can be accessed [here](https://facia.ai/privacy-policy/). The processing of Personal Data includes but is not limited to ensuring liveness, facial authentication, face matching, face search, and age estimation.

1. **Security Measures for Personal Data**

All pertinent data is conveyed utilizing Secure Sockets Layer (SSL) and is conserved within secure data repositories compliant with SSAE standards and accredited by ISO. All personal data is safeguarded with utmost precision utilizing either AES 256-bit encryption or SHA-256 cryptographic hash algorithm to ensure paramount protection; moreover, TLS encryption is employed for the encryption of data during its transit phase.