

Secure Onboarding Platform Terms of Service

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THE PLATFORM

BY ACCESSING, BROWSING, OR USING THE FEEDZAI SECURE ONBOARDING PLATFORM (THE “PLATFORM”), INCLUDING BY CLICKING “I ACCEPT,” CREATING AN ACCOUNT, OR OTHERWISE INDICATING ASSENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM.

These Terms of Service (“**Terms**”) govern the access to and use of the Feedzai Secure Onboarding platform, including all associated software, APIs, documentation, workflows, and related services (collectively, the “**Platform**”), made available on a trial or evaluation basis by Feedzai - Consultadoria e Inovação Tecnológica, S.A. (“**Feedzai**”), to the entity or individual accepting these Terms (“**Customer**” or “**you**”).

1. Definitions

In these Terms, the following definitions apply:

- (a) “**Authorized Users**”: Customer’s employees and contractors who are authorized by Customer to access and use the Platform under these Terms.
- (b) “**Confidential Information**”: any non-public information disclosed by either party to the other in connection with these Terms, including the Platform, its features, performance data, pricing, and any business, technical, or operational information, whether disclosed orally, in writing, or by inspection.
- (c) “**Evaluation Period**”: the period during which Customer is permitted to access and use the Platform, as defined by Feedzai. Unless otherwise stated, the Evaluation Period shall be thirty (30) calendar days from the date access credentials are first provided.
- (d) “**Intellectual Property Rights**”: all patents, copyrights, trademarks, trade secrets, database rights, design rights, know-how, and all other intellectual property rights, whether registered or unregistered, and all applications and rights to apply for any of the foregoing, anywhere in the world.
- (e) “**Prohibited Data**”: any personal data of real, identifiable individuals; government-issued identifiers; financial account, payment, or card data; trade secrets; data subject to banking secrecy, health data regulations, or other sectoral privacy laws; and any data the processing of which would require a legal basis under applicable laws.

2. Evaluation License

- (a) **Grant.** Subject to and conditioned upon Customer’s acceptance and compliance with these Terms, Feedzai grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform during the Evaluation Period, solely for Customer’s internal testing and evaluation purposes.
- (a) **Scope.** The license granted hereunder is strictly limited to evaluation of the Platform’s functionality, features, and suitability for Customer’s potential future commercial use. No production, commercial, or live deployment rights are granted.

3. Use Restrictions

Customer shall not, and shall not permit any third party to:

- (a) use the Platform for production workloads, live customer onboarding, commercial decisioning, or any purpose other than internal evaluation;
- (b) resell, sublicense, distribute, rent, lease, or otherwise make the Platform available to any third party;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, data models, or underlying ideas of the Platform, except to the extent expressly permitted by applicable mandatory law;
- (d) use the Platform to develop, train, or benchmark a competing product or service, or perform competitive analysis;
- (e) remove, obscure, or alter any proprietary notices, labels, or marks on or within the Platform;
- (f) use the Platform in any manner that violates applicable law, regulation, or third-party rights;
- (g) introduce any virus, malware, or harmful code into the Platform, or attempt to gain unauthorized access to Feedzai’s systems, networks, or data; or

- (h) interfere with or disrupt the integrity, performance, or security of the Platform or its underlying infrastructure.

4. Data Restrictions and Compliance

- (a) **Prohibited Data.** Customer shall not upload, transmit, or otherwise process any Prohibited Data through the Platform. Only synthetic, anonymized, or fictitious test data may be used during the Evaluation Period.
- (b) **Compliance Responsibility.** Customer is solely responsible for ensuring that all data used in connection with the Platform complies with applicable data protection legislation, including but not limited to the EU General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR, the California Consumer Privacy Act (as amended by the CPRA), and any applicable sector-specific regulations.
- (c) **No Data Processing Agreement.** As no personal data should be processed under these Terms, Feedzai is not acting as a data processor and no Data Processing Agreement is provided. If Customer processes personal data in breach of this Section, Customer shall be solely liable for any resulting regulatory action, claims, or penalties.
- (d) **Data Retention.** Feedzai may delete all data uploaded to the Platform upon expiration or termination of the Evaluation Period without prior notice. Feedzai shall have no obligation to retain, return, or migrate any Customer data.

5. Intellectual Property

- (a) **Feedzai Ownership.** The Platform, including all software, source and object code, APIs, workflows, configurations, models, algorithms, documentation, user interfaces, and all associated Intellectual Property Rights, are and shall remain the exclusive property of Feedzai and its licensors. Nothing in these Terms transfers or assigns any ownership rights to Customer.
- (b) **Derivatives and Improvements.** All modifications, derivative works, enhancements, configurations, and improvements to the Platform, whether created by Feedzai, Customer, or jointly, are owned exclusively by Feedzai.
- (c) **Usage Data.** Feedzai may collect and use aggregated, anonymized, and de-identified data derived from Customer’s use of the Platform for product development, analytics, benchmarking, and improvement purposes.
- (d) **Reservation of Rights.** Except for the limited evaluation license granted in Section 2, no other right or license is granted to Customer under these Terms.

6. Feedback

Customer hereby grants Feedzai a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit any any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or its Authorized Users regarding the Platform (“**Feedback**”) for any purpose, without attribution, compensation, or obligation of any kind. Customer represents and warrants that it has the right to provide such Feedback and that the Feedback does not infringe any third-party Intellectual Property Rights.

7. Confidentiality

- (a) **Obligations.** Each party agrees to: (i) hold the other party's Confidential Information in strict confidence; (ii) not disclose Confidential Information to any third party except to its employees, advisors, or contractors who have a need to know and are bound by obligations of confidentiality at least as restrictive as those herein; and (iii) use Confidential Information only as necessary to exercise its rights or perform its obligations under these Terms.
- (b) **Exclusions.** Confidential Information does not include information that: (i) is or becomes publicly available without breach of these Terms; (ii) was already known to the receiving party without restriction before disclosure; (iii) is independently developed without use of or reference to the disclosing party's Confidential Information; or (iv) is received from a third party without restriction and without breach of any obligation of confidentiality.
- (c) **Compelled Disclosure.** If a party is compelled by law, regulation, or legal process to disclose Confidential Information, it shall provide prompt written notice to the disclosing party (to the extent legally permitted) and shall cooperate with the disclosing party in seeking a protective order or other appropriate remedy.
- (d) **Duration.** The obligations set forth in this Section shall survive for a period of three (3) years following the expiration or termination of these Terms.

8. Term, Suspension, and Termination

- (a) **Evaluation Period.** These Terms are effective from the date Customer first accesses the Platform and continue for the duration of the Evaluation Period, unless earlier terminated in accordance with this Section.
- (b) **Termination for Convenience.** Either party may terminate these Terms at any time, for any reason, by providing written notice (including by email) to the other party. Customer may also terminate by ceasing all use of the Platform.
- (c) **Termination and Suspension for Cause.** Feedzai may suspend or terminate Customer's access immediately, without prior notice, if:
 - (i) Customer breaches any provision of these Terms;
 - (ii) Prohibited Data is uploaded or processed through the Platform;
 - (iii) Customer's use poses a security, legal, or operational risk to Feedzai or its infrastructure; or
 - (iv) Feedzai determines, in its reasonable discretion, that continued access is no longer commercially or legally viable.
- (d) **Effects of Termination.** Upon expiration or termination of these Terms for any reason: (i) all rights and licenses granted hereunder immediately cease; (ii) Customer shall promptly discontinue all use of the Platform and delete or destroy any copies of Platform materials in its possession; (iii) Customer shall return or destroy all Confidential Information of Feedzai in its possession and, upon request, certify such destruction in writing; and (iv) Feedzai may delete all Customer data from the Platform without liability.

9. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR EVALUATION PURPOSES ONLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEEDZAI HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, OR UNINTERRUPTED OPERATION. FEEDZAI DOES NOT WARRANT THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. CUSTOMER ASSUMES ALL RISK ARISING FROM ITS USE OF THE PLATFORM.

10. Limitation of Liability

- (a) **Exclusion of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FEEDZAI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR

GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE PLATFORM, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) **Aggregate Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEEDZAI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED ONE HUNDRED US DOLLARS (USD \$100.00).
- (c) **Basis of the Bargain.** Customer acknowledges that the Platform is provided free of charge for evaluation purposes, and that the limitations and exclusions set forth in this Section reflect a fair and reasonable allocation of risk and form an essential basis of the bargain between the parties.

11. Indemnification

Customer shall indemnify, defend, and hold harmless Feedzai and its officers, directors, employees, affiliates, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's breach of these Terms; (b) Customer's use of the Platform, including any upload of Prohibited Data; (c) Customer's violation of applicable law or third-party rights; or (d) any third-party claim arising from Customer's acts or omissions in connection with the Platform.

12. Export Compliance and Sanctions

Customer shall comply with all applicable export control and sanctions laws and regulations, including those of the United States, the European Union, and any other relevant jurisdiction. Customer represents and warrants that it is not located in, organized under the laws of, or a resident of any country or territory subject to comprehensive sanctions, and that neither Customer nor any of its Authorized Users is listed on any applicable government restricted party list.

13. Modifications

- (a) **Platform.** Feedzai reserves the right to modify, update, suspend, or discontinue the Platform (or any part thereof) at any time, with or without notice. Feedzai shall not be liable to Customer or any third party for any modification, suspension, or discontinuation of the Platform.
- (b) **Terms.** Feedzai may revise these Terms at any time by posting an updated version. The "Last Updated" date at the top of these Terms will reflect the most recent revision. Continued use of the Platform after any such modification constitutes acceptance of the revised Terms. It is Customer's responsibility to review these Terms periodically.

14. Governing Law and Dispute Resolution

- (a) **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of Portugal.
- (b) **Jurisdiction.** Each party irrevocably submits to the exclusive jurisdiction of the courts of Lisbon, Portugal.
- (c) **Equitable Relief.** Nothing in these Terms shall prevent Feedzai from seeking injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain any actual or threatened breach of these Terms.

15. General Provisions

- (a) **Entire Agreement.** These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, representations, and understandings relating to the trial and evaluation of the Platform.
- (b) **Severability.** If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.
- (c) **Waiver.** No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude further exercise of that or any other right or remedy.

- (d) **Assignment.** Customer may not assign or transfer these Terms or any rights hereunder without Feedzai's prior written consent. Feedzai may freely assign these Terms to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section shall be null and void.
- (e) **Notices.** All notices under these Terms shall be in writing and deemed given when delivered by email to the address provided at registration (for Customer) or to legal@feedzai.com (for Feedzai).
- (f) **Third-Party Beneficiaries.** These Terms do not confer any rights or remedies upon any person or entity other than the parties hereto.
- (g) **Survival.** Sections 1 (Definitions), 4 (Data Restrictions), 5 (Intellectual Property), 6 (Feedback), 7 (Confidentiality), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Indemnification), 12 (Export Compliance), 14 (Governing Law), and 15 (General Provisions) shall survive any expiration or termination of these Terms.
- (h) **Precedence.** These Terms apply solely to trial and evaluation access and do not grant any rights beyond evaluation. Any future commercial or production use of the Platform requires execution of a Feedzai MSA and applicable Order Form. In the event of any conflict between these Terms and an executed MSA, the MSA shall prevail.