

# VRBTM End-User License Agreement (EULA)

**Effective Date:** 29th September 2025

This End-User License Agreement (“Agreement” or “EULA”) is a legal agreement between you (“User,” “you,” or “your”) and **VRFY Inc** (“VRFY,” “we,” “us,” or “our”), governing your access to and use of the VRBTM platform, including its software, services, and related documentation (the “Service”).

By clicking “I Agree,” creating an account, or otherwise accessing or using the Service, you agree to be bound by this Agreement. If you do not agree, you may not access or use the Service.

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## 1. License Grant and Restrictions

**1.1 License.** Subject to this Agreement and any applicable Order Form between VRFY and your organization (the “Customer”), VRFY grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Service for your organization’s internal business purposes, in accordance with this EULA and the Documentation.

**1.2 Restrictions.** You shall not, and shall not permit others to:

- Copy, modify, or create derivative works of the Service;
- Reverse engineer, decompile, disassemble, or attempt to derive the Service’s source code, except as required by law;
- Rent, lease, sell, sublicense, or distribute the Service;
- Use the Service for unlawful purposes or in violation of applicable laws;
- Circumvent or attempt to circumvent technical restrictions or security mechanisms.

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## 2. User Accounts

- You must maintain the confidentiality of your login credentials and may not share them with others.
  - You are responsible for all activities that occur under your account.
  - You agree to notify VRFY immediately of any unauthorized use of your credentials.
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### **3. Acceptable Use**

You agree not to:

- Upload, transmit, or store any content that is unlawful, harmful, defamatory, obscene, or infringing;
- Use the Service to harass, stalk, or harm others;
- Introduce malware, viruses, or other harmful code;
- Interfere with or disrupt the Service, servers, or networks;
- Attempt to gain unauthorized access to any accounts, systems, or networks connected to the Service.

VRFY may suspend or terminate your access if you violate this section.

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### **4. Ownership and Intellectual Property**

- The Service, including all software, interfaces, and Documentation, is owned by VRFY and its licensors and is protected by US and international intellectual property laws.
  - You receive no ownership rights to the Service; only the limited right to use it as granted herein.
  - You may provide feedback or suggestions; VRFY may use them without restriction or obligation.
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## 5. Customer Data and Privacy

- Any content, audio, video, transcripts, or materials you upload are considered “Customer Data” and are owned by the Customer (your organization).
  - VRFY processes Customer Data in accordance with its **US Data Processing Addendum (DPA)** and US Privacy Laws (including the CCPA/CPRA and applicable state laws).
  - VRFY does not sell or share personal information and will not use your data except as necessary to provide the Service, maintain security, and comply with legal obligations.
  - For more details, see VRFY’s Privacy Policy.
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## 6. Security

- VRFY implements industry-standard safeguards, including encryption in transit (TLS 1.2+) and at rest (AES-256).
  - VRFY will notify the Customer without undue delay in the event of a confirmed Security Incident affecting your data.
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## 7. Term and Termination

- This Agreement remains in effect until terminated.
  - Your rights to use the Service terminate immediately if you breach this Agreement or if the Customer’s subscription ends.
  - Upon termination, you must cease using the Service, and VRFY may deactivate your account.
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## 8. Disclaimers

- THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND.
  - VRFY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
  - VRFY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.
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## **9. Limitation of Liability**

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, VRFY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL.
  - VRFY’S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED US DOLLARS (US\$100).
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## **10. Indemnification**

You agree to indemnify and hold harmless VRFY, its affiliates, officers, directors, and employees from any claims, damages, liabilities, costs, or expenses arising from your:

- Use of the Service in violation of this Agreement or applicable laws;
  - Upload or transmission of unlawful or infringing content.
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## **11. Export Controls and Sanctions**

- You may not access or use the Service if you are located in a country subject to US embargoes or sanctions.

- You agree to comply with all US export control laws, including the EAR and OFAC regulations.
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## 12. US Government Rights

If you are a US government end user, the Service is provided as **Commercial Computer Software** subject to FAR 12.212 and DFARS 227.7202.

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## 13. Governing Law and Venue

This Agreement is governed by the laws of the State of Delaware, without regard to conflicts of laws.

You agree to submit to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

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## 14. General

- This EULA constitutes the entire agreement between you and VRFY regarding your use of the Service.
  - If any provision is held invalid, the remainder remains in full force.
  - Failure to enforce a provision does not waive VRFY's rights.
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## Acceptance

By clicking "I Agree" or using the Service, you acknowledge that you have read, understood, and agree to be bound by this End-User License Agreement.