



TERMS & CONDITIONS

These Terms and Conditions were last updated on 2026-07-10.

1. CUSTOMER ACKNOWLEDGMENT

THIS SAAS AGREEMENT AND THE DATA PROCESSING AGREEMENT CONTAIN IMPORTANT INFORMATION ABOUT TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS OF PARTIES. BY CLICKING OR SIGNING THIS AGREEMENT, THE CUSTOMER IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THESE AGREEMENTS. THE CUSTOMER'S AUTHORISED REPRESENTATIVE REPRESENTS THAT HE/SHE IS DULY AUTHORISED TO COMMIT THE CUSTOMER TO THE TERMS AND CONDITIONS OF THE AGREEMENTS AND TO SIGN THE AGREEMENTS ON BEHALF OF THE CUSTOMER.

2. SAAS IMPLEMENTATION SERVICE

- 2.1. Smile ID will use commercially reasonable efforts to provide Customer the services described in the section SAAS SERVICES AND SUPPORT SERVICES.
- 2.2. The Service is offered subject to the terms of this Agreement, the Data Processing Agreement (DPA) and as may be contained in the Order Form(s).
- 2.3. The headings in this Agreement are for convenience only and shall not affect their interpretation.
- 2.4. In the interpretation of this Agreement, the *contra proferentem* rule of construction shall not apply (this Agreement being the product of negotiations between the Parties), nor shall this Agreement be construed in favour of, or against, either Party by reason of the extent to which either Party or its professional advisers participated in the preparation of this Agreement.

3. DEFINITIONS

- 3.1. **"Affiliate"** means, with respect to a Party, any entity or individual that directly or indirectly controls, is controlled by, is under common control with, or is otherwise contractually engaged by such Party in a manner that supports shared commercial, operational, or technological objectives relevant to this Agreement;

- 3.2. **“Applicable Data Protection Laws”** means all data protection and privacy laws applicable to the processing of Personal Data under this Agreement, including but not limited to: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("the GDPR"); (ii) the Data Protection Act, 2012 (Act 843) of Ghana; (iii) the Data Protection Act, 2019 of Kenya; (iv) the Nigeria Data Protection Act, 2023; (v) the Protection of Personal Information Act, 2013 of South Africa ("POPIA"); and any other relevant national or regional data protection laws or regulations. Any reference to such laws shall include all amendments, updates, consolidations, re-enactments or replacements thereof from time to time;
- 3.3. **“Authentication” or “Biometric Authentication”** is defined as the process or action whereby Smile ID attempts to verify biometric data, from or of, a User, against data captured at the time of Registration and may include:
- a. Proof of Liveness Check during Authentication.
 - b. Compare Incoming Selfie to Registered Selfie and human review as needed
- This service is designed to function as part of a multi-factor authentication framework and should not be used as a standalone method for user authentication. Customers are advised to implement their service accordingly”
- 3.4. **“Documentation”** means the specifications, user manuals and training materials or any other documentation that Smile ID makes generally available to all Customers relating to the use and operation of the Service.
- 3.5. **“Equipment”** means including, but not limited to, modems, hardware, servers, software, operating systems, networking, and web servers.
- 3.6. **“Human Review”** is the process or action whereby a human reviews or determines the result of a Registration or Verification, whether done manually by the human or otherwise.
- 3.7. **“ID Issuing Authority”** is defined as the Government or third-party authority or database which issues the identity card or identity credentials to a User in the country of operation.
- 3.8. **“Party”** refers to either Smile ID or the Customer in this agreement; both are jointly referred to as “Parties” in the Agreement.
- 3.9. **“Proof of Liveness Check”** is an anti-spoofing (anti-presentation attack) measure built into the Smile ID solution meant to identify whether the face submitted for authentication is real and the face is live.

- 3.10. **"Registration"** or **"User Registration"** are defined as a User who has been successfully registered into the Smile ID system.
- 3.11. **"Risk Intelligence Signals"** means algorithmic or rule-based indicators derived from previous Verifications, metadata from Users and Customers and other behavioural analytics, used to enhance the speed, security and continuity of subsequent Verifications and Services.
- 3.12. **"Services"** is defined as the usage of the Smile Identity (Smile ID) Platform, as available, to execute any or all the following ("Service(s)"):
a. Authentication or Biometric Authentication
b. Proof of Liveness Checks during Authentication.
c. Verify the User ID number to the ID Issuing Authority and return of User Personal Information.
d. Face Matching – Matching of Selfie to the photo on file at the ID Issuing Authority, when available, with algorithmic confidence scores and human review as needed or comparison to a photo of the ID card provided by the User, when required.
- 3.13. **"Smile ID Terms"** means collectively, the SaaS Agreement, the Smile ID Data Processing Agreement, the Smile ID Privacy Policy, the Smile ID Usage Policy, the Smile ID Data Retention Policy and any other supplemental terms or guidelines governing use of the Services. Smile ID may update its Privacy Policy, Usage Policy, Data Retention Policy or other supplemental terms from time to time by posting the revised version at <https://smile.id> and such updates will become effective upon posting.
- 3.14. **"Customer"** means a corporate entity, company, or other legal entity with whom Smile ID enters into the Agreement and for whom Smile ID has agreed to provide the Services in accordance with these Terms. This includes a representative, employee, director, consultant, customer, client, or contracted third party of the Customer who is utilising the Smile ID Services.
- 3.15. **"User"** means a customer or client of the "Customer" who is utilising the Services.
- 3.16. **"Order Form"** means each fully executed Smile ID order form that incorporates the Smile ID Terms and forms part of the Agreement, and that specifies the Services, fees, payment terms, subscription duration, and other commercial details agreed by the parties. In the event of any conflict between an Order Form and other Smile ID Terms, (i) the Order Form shall prevail with respect to the Services described therein and all

commercial terms (including fees, payments, and duration); and (ii) or all other matters, the Smile ID Terms shall prevail.

- 3.17. **“Version 2 (V2) APIs”** means Smile’s legacy APIs providing standard responses.
- 3.18. **“Version 3 (V3) APIs”** means Smile’s newest APIs providing Smile’s Risk Intelligence response and scores.

The version of the Services applicable to the Customer shall be determined by the version of the SDK implemented by the Customer or by the integration method specified in the applicable Order Form or as enabled within the Smile ID platform.

4. **TERMS & CONDITIONS.**

4.1. **SaaS Services**

- 4.1.1. These terms and conditions govern the Customer’s access to and the use of Smile ID’s website and all services offered by Smile ID. Customer access to the Service is conditioned on acceptance of and compliance with these Terms.

- 4.1.2. Smile ID offers multiple API integration pathways, including legacy and enhanced configurations.

The enhanced V3 APIs incorporate Risk Intelligence Signals, adaptive risk modelling and expanded security telemetry. Smile ID designates the V3 APIs as its highest recommended security configuration.

- 4.1.3. With V3 APIs, Smile ID may optimize verification processes by reusing previously verified attributes and consented security signals for fraud-prevention and risk-mitigation purposes. Such optimisation is intended to enhance efficiency, reduce user friction and minimise redundant verification steps across lawful service contexts.

- 4.1.4. Optimised verification results are explicitly labelled and will include data freshness indicators. Customers on Version 3 (v3) APIs retain the option to request live verification results. Users who disagree with the outcome of a Verification reserve the right to request the re-verification, correction, or revocation of these results by contacting dpo@usesmileid.com

- 4.1.5. The Service is offered subject to the terms of the ID Issuing Authorities and third-party providers (as set out in the [SMILE ID DATA PROCESSING AGREEMENT](#)) that may be utilised in the



delivery of the Service and subject to acceptance of all the terms and conditions contained in these Terms and all other operating rules, policies, and procedures that may be published on the website by the Company, which are incorporated by reference, including operating rules, policies, and procedures of third-party service providers to the website that are referenced herein. These Terms apply to every User of the Service.

- 4.1.6. Fraud prevention constitutes a shared operational responsibility. Therefore, Customer agrees to implement enhanced Verification layers, including multi-factor authentication and behavioural safeguards where appropriate, in coordination with the security signals provided by the Services. Failure to implement proportionate Verification controls may materially increase fraud exposure.
- 4.1.7. Customer is solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to the use of the Services.

4.2. Support Services

- 4.2.1. Smile ID will provide a simulated server to facilitate SDK integration and testing prior to Customer integrating the Smile Identity API calls into Customer's private server.
- 4.2.2. As part of the registration process, Customer will create administrative usernames and passwords for Customer's Smile ID account. Smile ID reserves the right to refuse registration of or cancel passwords it deems inappropriate or insecure.
- 4.2.3. Smile ID will provide Customer access to an API to download images and associated Personal Data ("Customer Data") generated by any implementations of the Smile Platform.
- 4.2.4. Smile ID may choose to change support contacts or support communication methods over time, provided Smile ID gives Customer at least five (5) calendar days' notice prior to a change in customer support contact or communication method.
- 4.2.5. Smile ID may use a human/manual review process in provisioning the service under this agreement. Smile ID will use its best effort to complete a single manual review within three (3) minutes.
- 4.2.6. Smile ID may utilize machine learning models, AI-based systems, and statistical analysis of Customer and User activity to identify patterns and trends indicative of fraud or cybersecurity threats.



Such processing may involve profiling and automated decision-making, in accordance with Applicable Data Protection Laws. Where necessary, Smile ID shall implement appropriate safeguards, including the right of human intervention.

5. RESTRICTIONS AND RESPONSIBILITIES

- 5.1.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Smile ID or authorised within the Services).
- 5.1.2. For the avoidance of doubt, “derivative works” are defined as any revisions, alterations, translations, or expansions of the Services or any other form in which Services or Documentation are transferred or adapted.
- 5.1.3. Customer will also not use the Services or any Software for time-sharing or service bureau purposes or otherwise for the benefit of a third party without the express approval of Smile ID; or remove any proprietary notices or labels.
- 5.1.4. With respect to any Software that is distributed or provided to Customer by Smile ID for use on Customer premises or devices, Smile ID hereby grants Customer a non-exclusive, non-transferable, non-sublicensable licence to use such Software during the term of the Agreement only in connection with the Services.
- 5.1.5. Further, Customer may not remove or export from the country of operation or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the country of operation or without the prior written approval of Smile ID.
- 5.1.6. Customer warrants that it possesses the requisite licence, permits, authorizations, and regulations to perform its obligations under these Terms.
- 5.1.7. Customer represents, covenants, and warrants that Customer will use the services only in compliance with the [Smile ID Standard User Usage Policy](#) and all applicable local laws and regulations.

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- 5.1.8. Customer represents and warrants that the person agreeing to the terms and conditions of this Agreement has been duly authorised to do so and has the power and capacity to bind the Customer.
- 5.1.9. Customer represents and warrants that the entry into and performance of these Terms will not:
- (i) result in a breach or violate any instrument, judgement/law or decree of any court or governmental agency to which the Customer is a party to or by which it is bound;
 - (ii) result in or constitute a breach or default of any other instrument to which the Customer is bound; and/or
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate performance under the terms of any contract, agreement or deed to which the Customer may be bound or affected;
- 5.1.10. Customer shall be responsible for obtaining and maintaining any Equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and Customer passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.
- 5.1.11. Customer agrees to and is bound by the Smile ID Terms.
- 5.1.12. Customer grants Smile ID permission to use the Customer's name and logo in marketing materials of Smile ID.
- 5.1.13. Smile ID grants Customer permission to use Smile ID's name and logo in Customer's marketing materials. However, Smile ID reserves the right to request the immediate removal of its name and logo from any marketing material that Smile ID at its sole discretion deems inappropriate or misleading.
- 5.1.14. Customer represents and warrants that it has accurately disclosed the specific use case for which the Services are being utilized. In the event that the Customer fails to state the correct use case, or fails to provide Smile ID with prior written notice of any additional use case, change, or modification to the originally disclosed use case, Smile ID shall not be liable for any damages, losses, or regulatory non-compliance arising from such unauthorized use. Furthermore, Smile ID reserves the right to immediately suspend or terminate the Services if it determines, at its sole discretion, that

the Customer's use of the Services deviates from the disclosed use case without prior authorization.

5.2. Prohibited Activities

- 5.2.1. Customer shall not utilise the website or the Services in connection with any transaction that is illegal or involves any illegal items, or is for any illegal purpose.
- 5.2.2. Smile ID may close, suspend, or limit your access to the website or services or refuse to complete a transaction that Smile ID has reason to believe is unauthorised or may violate any law, rule or regulation. Smile ID shall subsequently notify Customer of its actions within twenty-four hours (24) of taking such action.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 6.1. Parties understand that the other Party has disclosed or may disclose business, technical or financial information relating to the Party's business (hereinafter referred to as "Proprietary Information"). Proprietary Information of Smile ID includes non-public information regarding features, functionality and performance of the Service as well as all pricing and payment terms provided to the Customer. Proprietary Information of Customer includes non-public data and non-public information regarding features, functionality, performance and business information of Customer systems/platforms provided by Customer to Smile ID to enable the provision of the Services ("Customer Data"). The Party that receives such information (the "Receiving Party") agrees to take reasonable precautions to protect such Proprietary Information. The Party that shares the information (the "Disclosing Party") agrees that the foregoing shall not apply with respect to Proprietary Information that:
 - 6.1.1. is or becomes generally available to the public; or
 - 6.1.2. was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; or
 - 6.1.3. was rightfully disclosed to the Receiving Party without restriction by a third party; or
 - 6.1.4. was independently developed without use of any Proprietary Information of the Disclosing Party; or
 - 6.1.5. is required to be disclosed by law.
- 6.2. Customer shall retain access to all Customer Data. as Smile ID shall own and retain the right to:

- 6.2.1. the Services and Software, improvements, enhancements or modifications thereto,
- 6.2.2. other technology developed by Smile ID in connection with Implementation Services, Services or support, and
- 6.2.3. all intellectual property rights related to any of the foregoing. These rights will not include intellectual property developed by the Customer to implement Smile ID Services.

7. CUSTOMER DATA/ DATA ANALYTICS

- 7.1. Customer consents, agrees and warrants that Smile ID will be authorised, free and able (during and after the term of the Agreement) to:
 - 7.1.1. use such information and data, including Customer Data and data provided by Users, to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Smile ID offerings; and
 - 7.1.2. disclose such data solely in aggregate, encrypted or other de-identified form in connection with its business and with its Affiliates' business, provided that Smile ID shall be responsible for any misuse of that information and data.
- 7.2. By using the Service, Customer acknowledges and agrees that Smile ID may carry out further processing activities aimed at ensuring the security and integrity of its Services, and may use aggregated and anonymized data for the improvement of its identity fraud detection and cybersecurity systems.
- 7.3. Customer acknowledges that Smile ID may generate Risk Intelligence Signals derived from Customer Data and User data. For Customers using Version 3 (v3) APIs, these signals enhance fraud detection through the analysis of historical patterns and expedite Verifications for returning Users. The Customer shall ensure that Users have provided a valid lawful basis for this processing under Applicable Data Protection Laws. Where Applicable Data Protection Laws require explicit opt-in or affirmative consent from Users, the Customer shall obtain such consent prior to transmitting data to Smile ID.
- 7.4. Smile ID maintains a multi-layered human review process to address high-uncertainty events where algorithmic confidence scores fall below pre-defined security thresholds. Smile ID shall conduct periodic integrity audits to identify and resolve potential algorithmic biases and gaps.
- 7.5. Where Risk Intelligence Signals or data analytics are used to facilitate direct marketing communications to Users, the Customer shall ensure that



Users have the right to opt-out of any direct marketing communications in accordance with Applicable Data Protection Laws. Such communications must contain details of the sender including an address through which Users may opt-out.

8. ORDERS AND PAYMENT (FEES)

- 8.1. Customer will pay the applicable fees as agreed in accordance with the terms therein indicated as Service Fees (the "Fees"). Customer may be invoiced for such usage, and the Customer agrees to pay Fees in the manner provided by Smile ID.
- 8.2. Invoices will be raised using the Customer's usage data from the Smile ID portal for each month. The Customer acknowledges that this usage data is definitive and takes precedence over any other sources. Customers are advised to reconcile their portal usage data at least fourteen (14) calendar days before the invoice payment is due. Where no dispute is raised, the Customer will be deemed to have accepted the accuracy of the Smile ID portal data for invoicing.
- 8.3. Fees are exclusive of taxes, and the Customer shall be responsible for all taxes (sales tax, use tax, GST, value-added tax, withholding, duties, levies, etc.) that are applicable to or result from the User's purchase or use of the Services.
- 8.4. For local currency payments, Smile ID will use the prevailing official exchange rate provided by the central bank of the applicable country of operation accordingly.
- 8.5. Smile ID reserves the sole right to change prices for the service provided that the Customer is issued fifteen (15) calendar days' notice of any such changes in advance.
- 8.6. Pay-As-You-Go Customers shall pre-fund wallets to the value of the Services to be consumed.
- 8.7. Except as otherwise expressly set forth in this Agreement, all Fees are non-refundable and are not subject to deduction or set off.

9. TERM AND TERMINATION

- 9.1. This Agreement is valid for three (3) years (calculated with effect from the Effective Date) and shall be automatically renewed for additional periods of the same duration unless:
 - 9.1.1. either party request's termination at least thirty (30) calendar days prior to the end of the then-current term.

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- 9.1.2. the Service is unused for ninety (90) calendar days, in which case the agreement shall be deemed terminated.
- 9.2. This Agreement may be terminated immediately with two (2) calendar days' notice in the event of:
- a. non-payment;
 - b. material breach of this Agreement;
 - c. insolvency/bankruptcy of either Party;
 - d. the passing of a resolution to wind up either Party;
 - e. the appointment of an administrator or receiver;
 - f. the loss of the licence of either Party;
 - g. if required by applicable law or the relevant governing authority or competent authority;
 - h. if Smile ID, at its sole discretion, determines that not terminating would be harmful to Smile ID's business, goodwill or reputation.
- 9.3. Customer will pay in full for the services up to and including the last day on which the Services are provided. All sections of this Agreement will survive this Agreement for two (2) years after termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 9.4. In the case where the Customer subscribes for another service being provided by Smile ID, and the payment for the service is not currently covered by the existing Order Forms, Smile ID, at its discretion, reserves the right to call for and Customer agrees to execute a new Order Form to cover such services.
- 9.5. Upon any termination or expiration hereof, Customer will immediately cease access to and use of the service and delete (or, at Smile ID's request, return) any and all copies of the Documentation and any other Smile ID's Proprietary Information. Following termination or expiration of this Agreement, Smile ID may delete any data stored by Smile ID at any time.

10. **WARRANTIES**

- 10.1. Customer warrants that explicit consent shall be sought, received and documented from the User in accordance with the [Smile ID Data Processing Agreement](#) and the [Smile ID Standard User Usage Policy](#) before processing of personal data.

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- 10.2. Customer hereby warrants and agrees that the Services will be utilized as a secondary factor within a multi-factor authentication framework. Customer acknowledges that the Services are not intended to be used as a standalone method or primary login solution and must be used alongside the Customer's internal KYB/KYC protocols and regulatory procedures.
- 10.3. Smile ID's Risk Intelligence Signals and verification results are advisory indicators of risk and do not constitute a full and final determination of user's eligibility for Customer's products or services. Customers shall remain the ultimate and final decision maker within their platforms.
- 10.4. Smile ID shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services. The Parties hereby acknowledge that industry standards in the context of the Services are non-static and may require the adoption of frontier technologies.
- 10.5. Smile ID shall perform its duties in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Smile ID or by third-party providers, or because of other causes beyond Smile ID's reasonable control, but Smile ID shall use reasonable efforts to provide not less than seven (7) calendar days advance notice in writing or by e-mail of any scheduled service disruption.
- 10.6. SMILE ID DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SMILE ID MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS."
- 10.7. WHILE RISK INTELLIGENCE SIGNALS ARE OPTIMIZED FOR SECURITY AND IN COMBATting INCREASINGLY SOPHISTICATED FRAUD AND CYBERSECURITY ATTACKS, SMILE ID, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKES NO GUARANTEES THAT THE SERVICES WILL BE ERROR-FREE.
- 10.8. SMILE ID DOES NOT GUARANTEE THE RECENCY OF RISK INTELLIGENCE Signals FOR UNRELATED PURPOSES, SUCH AS SECONDARY REGULATORY REPORTING OR NON-SECURITY-RELATED ACCOUNT UPDATES.

11. **SECURITY**

- 11.1. Smile ID implements and maintains commercially reasonable administrative, technical and organisational safeguards designed to



protect the integrity, confidentiality and availability of the Services and associated data.

- 11.2. Customer acknowledges that fraud prevention and identity verification operate within an evolving threat environment. Accordingly, the Services constitute an adaptive security infrastructure that learns, adapts and improves over time in response to emerging risks and technological developments. Smile ID may refine analytical methodologies, risk models, Verification logic and related security mechanisms without requiring amendment to these Terms, provided the core functionality of the Services is materially maintained.
- 11.3. Smile ID may implement technological enhancements or shifts necessary to maintain industry-aligned protection standards and shall provide reasonable notice where such changes materially affect Customer's integration or operational processes.
- 11.4. Smile ID will use available technology, where appropriate, to protect the security of communications made as it offers the Services.
- 11.5. Notwithstanding the above, Smile ID does not accept liability for security, authenticity, integrity or confidentiality of any transactions and other communications made through their Service, provided that such liability is not borne out of negligence or omission on the part of Smile ID.
- 11.6. Customer is aware that internet connections may be susceptible to interference or interception by third parties. Despite its best efforts, Smile ID makes no warranties that the services it offers are free from interference and unlawful use.
- 11.7. Customer should take appropriate steps to keep information and any data in its possession as well as equipment secure.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1. Customer hereby agrees to indemnify and hold harmless Smile ID against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services provided that same is not as a result of any negligence, default or breach on the part of Smile ID. Although Smile ID has no obligation to monitor Customer's use of the Services, Smile ID may do so and may prohibit any use of the Services it believes may be in violation of the foregoing.

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- 12.2. Customer acknowledges that legacy integration pathways may not incorporate the most current fraud-mitigation methodologies, Risk Intelligence Signals or adaptive security enhancements.
- 12.3. Customers who elect to remain on Version 2 (v2) APIs acknowledge that such technology may not incorporate the latest advancements, including but not limited to liveness detection, anti-spoofing or generative AI/deepfake mitigation. Customer acknowledges that the continued use of legacy versions constitutes a waiver of any claim against Smile ID regarding the technical sufficiency of those versions against evolving fraud techniques.
- 12.4. Customer acknowledges that the V3 APIs utilise advanced risk scoring, automated signal generation and adaptive fraud-detection methodologies. Security signals may trigger automated actions within Customer systems, including step-up Verification, temporary restriction, or transaction denial.
- 12.5. Customer remains solely responsible for configuring, overseeing and validating any automated decisioning implemented within its own systems and for applying appropriate human oversight where required by law or internal policy.
- 12.6. Customer shall indemnify Smile ID against claims arising from Customer's reliance on automated outputs, failure to maintain independent human oversight, or any adverse actions taken against end-users based on such signals.
- 12.7. Smile ID's liability to the Customer shall not exceed the amounts paid to Smile ID by the Customer under this Agreement during the twelve (12) month period immediately preceding the date a Party notifies the other of the claim. This limitation applies to all causes of action, including without limitation any action for breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other tort.
- 12.8. SMILE ID SHALL HOLD CUSTOMER HARMLESS FROM LIABILITY TO THIRD PARTIES RESULTING FROM INFRINGEMENT BY THE SERVICE OF ANY REGISTERED PATENT IN THE COUNTRY OF OPERATION OR ANY COPYRIGHT OR MISAPPROPRIATION OF ANY TRADE SECRET, PROVIDED SMILE ID IS PROMPTLY NOTIFIED OF ANY AND ALL THREATS, CLAIMS AND PROCEEDINGS RELATED THERETO AND GIVEN REASONABLE ASSISTANCE AND THE OPPORTUNITY TO ASSUME SOLE CONTROL OVER DEFENCE AND SETTLEMENT; SMILE ID WILL NOT BE RESPONSIBLE FOR ANY SETTLEMENT IT DOES NOT APPROVE IN WRITING.

13. GENERAL PROVISIONS

13.1. Force Majeure

- 13.1.1. A Party hereof shall not be liable to the other for any delay or failure to perform its obligations under this Agreement if the delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, civil unrest, epidemics, pandemics, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, or other competent authority, temporary or permanent disruptions, shutdowns or service failures or availability by ID Issuing Authorities, industrial disputes of any kind (whether or not involving the party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom the Party is not responsible, or any other cause whether similar or dissimilar outside the Party's reasonable control.

13.2. Severability

- 13.2.1. If any provision of this Agreement is found to be unenforceable or invalid in whole or in part, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.3. Entire Agreement

- 13.3.1. This Agreement together with its schedules, annexures, Data Processing Agreement, and executed order form(s), contains the entire agreement between the Parties, and there are no other representations, promises or conditions, provided that nothing in this clause shall limit either Party's liability for fraudulent misrepresentation.
- 13.3.2. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject of this Agreement.

13.4. Assignment and Transfer

- 13.4.1. This Agreement is not assignable, transferrable or sub-licensable by either Party except with the other Party's prior written consent.

13.5. Variation

- 13.5.1. Smile ID reserves the right to change the terms under which the Services are offered. The most current version of the Smile ID Terms will supersede all previous versions. Smile ID will communicate any such changes in advance. However, Smile ID also encourages you to periodically review the terms to stay informed of updates.

13.6. Notices

- 13.6.1. All notices under this Agreement will be in writing and addressed to the other Party at such address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice. Any such notice will be deemed to have been duly given:
- a. When the sender receives an automated delivery receipt from the recipient's mail server, or where no automated delivery failure message is received if transmitted by email;
 - b. This amendment clarifies that confirmation that an email did not bounce back will be sufficient to consider notice duly served, regardless of whether the recipient provides an express receipt
 - c. if sent by certified or registered mail, seven (7) calendar days after posting and proof that the envelope containing the notice of communication was properly addressed, prepaid and registered, and a receipt to that effect shall be sufficient evidence that notice or communication has been duly served.

13.7. Dispute Resolution

- 13.7.1. Any dispute, controversy, difference, claim or question which may arise at any time between the parties touching upon the construction of this Agreement, on their respective rights and liabilities with respect hereto or otherwise arising in respect of matters the subject of this Agreement parties shall be dealt with amicably.
- 13.7.2. Any disputes arising under or in connection with the validity, interpretation and performance of the Terms between Smile ID,



Customer or/and any third parties that cannot be resolved amicably by the parties through negotiation within thirty (30) calendar days shall be resolved by arbitration.

- 13.7.3. Where the Services are delivered in only one territory, the forum shall be any arbitration panel/tribunal or center established under applicable law (the “Domestic Tribunal”), and the rules of the Domestic Tribunal shall apply. The seat of arbitration shall be the territory in which the services are delivered. The number of arbitrators shall be one. The arbitrator shall be appointed by the Domestic Tribunal.
- 13.7.4. Where the Services are delivered in multiple territories, the dispute shall be resolved by the London Court of International Arbitration (LCIA) in accordance with the LCIA Rules and the seat of arbitration shall be London. The number of arbitrators shall be one. The arbitrator shall be appointed by the LCIA.

13.8. **Governing Law**

- 13.8.1. This Agreement shall be governed by the laws of the territory where the Service is delivered; however, where the Service is delivered in multiple territories, the laws of England and Wales shall apply.

13.9. **Miscellaneous**

- 13.9.1. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.9.2. No agency or joint venture, franchise or employment is created as a result of this Agreement, and either party has no authority to bind the other Party in any respect whatsoever.
- 13.9.3. Except as otherwise set forth herein, no supplement, modification, or amendment of this Agreement will be binding unless accepted by each Party. Notwithstanding the foregoing, Smile ID may unilaterally vary terms where: (a) required to comply with Applicable Data Protection Laws; (b) necessary to implement enhanced security and fraud prevention protocols; (c) required by an ID Authority or other supervisory authority; or (d) where otherwise required for the performance of the Services. Customers shall be notified of any such changes.