

Verae Terms of Service

Draft

Last Updated: _____

Verae Inc. ("Verae", "we", "our", or "us") provides cloud-based software, web applications, application programming interfaces (APIs), and related services (collectively, the "Services"). Customer ("Customer", "you", or "your") desires to access and use the Services for its business purposes, and Verae agrees to provide access to the Services subject to these Terms of Service ("Terms", "Agreement"). By creating an account, accessing, or using the Services, Customer agrees to be bound by this Agreement.

Section 1: Acceptance of Terms

1. **Agreement.** These Terms are a legally binding agreement between Verae and the person or organization accepting these Terms.
2. **Your Account.** By creating an account, clicking "I Agree," accessing, or using the Verae platform, websites, APIs, applications, software, or related services (collectively, the "Services"), you agree to be bound by these Terms.
3. **Authority.** If you are accepting these Terms on behalf of a company, partnership, government entity, or other legal organization, you represent and warrant that you have full authority to bind that organization to these Terms. In that case, "Customer" and "you" refer to that organization. If you do not agree to these Terms or do not have authority to accept them, you may not access or use the Services.
4. **Enterprise Agreements.** If Verae and Customer have entered or later enter into a separate written Enterprise Agreement signed by both parties, that agreement governs the Services covered by that agreement and supersedes these Terms to the extent of any conflict. These Terms continue to apply to any Services not covered by the Enterprise Agreement.
5. **Modification of Terms.** From time to time, Verae may modify the terms of this Agreement by sending notice of the modified terms to you via the email associated with your account. If you continue to use the Services after the modified terms' effective date, you are deemed to agree to the modified terms. If you do not agree to the new terms, Verae may terminate your account.

Section 2: Eligibility and Commercial Use

1. **Commercial Purpose.** The Services are offered for commercial and business use. By accepting these Terms, you represent that you are entering into this Agreement primarily for business or commercial purposes and not primarily for personal, family, or household use.
2. **Authority.** You represent and warrant that:
 - a. you are at least 18 years old;
 - b. you have the legal capacity to enter into this Agreement;
 - c. if acting on behalf of an organization

- d. you have authority to bind that organization; and
 - e. your use of the Services complies with all applicable laws and regulations.
- 3. **Compliance.** You are responsible for ensuring that your use of the Services and any Customer Data complies with applicable laws, regulations, contractual obligations, and third-party rights. While you may use Verae as a component of your compliance plans, Verae makes no promises, representations, or warranties that you are compliant with any laws, rules, or other regulations.

Section 3: Accounts

1. **Customer Data Accuracy.** You must provide accurate, current, and complete information when creating an account and keep that information up to date.
2. **Account Security.** You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must promptly notify Verae of any unauthorized access or suspected security incident.
3. **Authorized Users.** You are responsible for all users who access the Services through your account and for ensuring their compliance with these Terms.
4. **Account Restrictions.** You may not:
 - a. share accounts between unrelated organizations;
 - b. impersonate another person or entity;
 - c. create accounts using false or misleading information;
 - d. circumvent usage limits, billing controls, or technical restrictions; or
 - e. use the Services for unlawful or unauthorized purposes.
5. **Suspension.** Verae may suspend or restrict access to the Services if it reasonably believes your account has been compromised, is being used unlawfully, or presents a security, legal, or operational risk.
6. **Enterprise Accounts.** Enterprise customers may receive additional services, onboarding, support commitments, or negotiated terms under a separate written Enterprise Agreement, addendum, rider, or scope of work. In the event of a conflict, the Enterprise Agreement controls.

Section 4: Services

1. **Services Generally.** Verae provides cloud-based software services, including web applications, APIs, developer tools, dashboards, reports, and related services (collectively, the 'Services').
2. **Scope of Services.** The Services may include free, paid, usage-based, subscription, beta, preview, developer, or enterprise offerings. Features available depend on your subscription plan and account settings.
3. **Modifications to Services.** Verae may add, improve, modify, replace, suspend, or discontinue features at any time without notice. Enterprise customers may receive separate commitments under a written Enterprise Agreement.
4. **Other Accounts.** Free, preview, developer, beta offerings are provided solely for evaluation and may be changed or discontinued at any time without notice.

5. **Service Availability.** Except as expressly provided in a written Enterprise Agreement or a separate service level commitment, the Services are provided on an 'as available' basis and Verae makes no uptime or service level commitment.

Section 5: Subscriptions, Billing, and Payment

1. **Account Details.** Subscription plans, pricing, usage limits, billing frequency, payment methods, and applicable fees are determined by your account settings, online ordering process, or an accepted written order.
2. **Payment Permission.** You authorize Verae to charge your designated payment method for all applicable fees, taxes, renewals, usage charges, and other amounts associated with your account.
3. **Subscription Renewal.** Unless otherwise stated, subscriptions renew automatically until you change your subscription plan, pricing, usage limits, etc. or you terminate this Agreement.
4. **Fees and Taxes.** Some jurisdictions may require Verae to collect taxes on your behalf. Verae's fees are exclusive of applicable taxes, and such fees or taxes will be added to your invoice.
5. **No Refunds and Credits.** Except where prohibited by law, all fees are non-refundable. Verae does not provide prorated refunds or credits.
6. **Nonpayment Termination.** Verae may suspend or terminate Services for non-payment without warning or notice to you.

Section 6: License to Use the Services

1. **Grant of License.** Subject to these Terms and payment of applicable fees, Verae grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Services during the subscription term.
2. **License Purpose.** Customer may use the Services only for its internal business purposes and in accordance with these Terms.
3. **Tampering Forbidden.** The Services consist of Verae intellectual property. Customer shall not copy, resell, sublicense, reverse engineer, interfere with, or attempt to gain unauthorized access to the Services except as expressly permitted by law. If you violate this restriction, your account may be suspended or terminated without notice.

Section 7: Intellectual Property

1. **Services IP.** Verae and its licensors retain all rights, title, and interest in the Services and all related intellectual property.
2. **No Transfer of Verae IP.** Except for the limited license granted under these Terms, no rights are transferred to Customer.
3. **Client Ownership.** Customer retains ownership of Customer Data.

Section 8: Customer Data and Data License

1. **Customer Data Retention.** Customer retains all ownership rights in Customer Data.

2. **Customer Representation.** Customer represents that it has all rights necessary to provide Customer Data to Verae.
3. **Grant of Limited License to Verae.** Customer grants Verae a worldwide, non-exclusive, royalty-free, sublicensable license to host, copy, store, transmit, process, analyze, reproduce, modify as technically necessary, and otherwise use Customer Data solely to provide, secure, maintain, support, improve, and operate the Services.
4. **Analytics.** Verae may generate aggregated and de-identified analytics derived from Customer Data.
5. **No Unauthorized LLM Training.** Verae will not use Customer Data to train artificial intelligence models without Customer's explicit authorization.

Section 9: Acceptable Use Policy

1. **Acceptable Uses.** Customer shall not use the Services for unlawful, fraudulent, harmful, or abusive purposes. Verae may promulgate and, from time to time, modify a written Acceptable Use Policy (AUP) which shall be incorporated as part of these Terms.
2. **Non Interference with Services.** Customer will not interfere with the security or operation of the Services, attempt unauthorized access, distribute malware, infringe intellectual property rights, or violate applicable law.
3. **Violations.** Verae may investigate violations and suspend or terminate accounts that violate these Terms. Verae may make these account determinations in its sole and exclusive discretion.

Section 10: Privacy and Security

1. **Privacy Policy.** Verae processes Customer Data in accordance with its Privacy Policy and applicable law. You may read Verae's privacy policy at [\[put the static link here\]](#).
2. **Commercially Reasonable Safeguards.** Verae maintains commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Data. Enterprise customers requiring additional privacy, security, or data processing commitments may enter into a separate written Data Processing Agreement.

Section 11: Termination

1. **Cancellation.** Customer may cancel at any time, but Customer remains responsible for all accrued or unpaid fees.
2. **Suspension and Termination.** Verae may suspend or terminate access for breach, non-payment, security risks, unlawful use, declining modifications of the service agreement, or conduct that may harm Verae, other customers, or third parties.
3. **End of Services.** Upon termination, Customer's right to use the Services ends and Verae may delete Customer Data in accordance with its retention policies, subject to applicable law or a written Enterprise Agreement.

Section 12: Warranties and Disclaimers

1. **Disclaimer of Warranties.** The Services are provided 'AS IS' and 'AS AVAILABLE.' Verae disclaims all warranties to the fullest extent permitted by law. Verae expressly disclaims the warranty of merchantability and the warranty of fitness for a particular purpose.
2. **No Guarantees.** Verae does not guarantee uninterrupted, error-free, or defect-free operation. Verae is a software provider and is not an insurer, guarantor, fiduciary, escrow agent, or verifier of the contents of Customer Data.
3. **Service Interruptions.** Verae is not liable for damages, including a claim of consequential damages, which may result from unavailability of the Services, interruption to customer's business, or damages to any other party.

Section 13: Limitation of Liability

1. **Maximum Liability.** Verae's aggregate liability shall not exceed the fees paid to Verae within the 12 months preceding the claim.
2. **No Other Damages Permitted.** Neither party is liable for indirect, consequential, incidental, special, exemplary, or punitive damages, including lost profits, revenue, goodwill, business interruption, or data. These limitations apply regardless of legal claim or theory.
3. **Waiver of Jury Trial.** Both parties waive their right to a jury trial.
4. **Class Action Waiver.** Customer expressly waives its right to be a member of or participate in any class action suit.
5. **Modified Limitations Period.** You agree that any civil claim filed by you shall be commenced within 12 months the date of occurrence. After that time has elapsed, any claims you have relating to this Agreement are barred, regardless of what an applicable statute of limitations period may provide.
6. **Mediation.** If a non-payment dispute arises, between or among the parties, the parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the parties retain their rights to proceed to arbitration or litigation. No party may maintain a non-payment related claim without following this mediation clause.
7. **Indemnification.** Customer shall defend, indemnify, and hold harmless Verae from all first party and third party claims arising from the Services, Customer Data, Customer's use of the Services, violations of these Terms or law, or Customer negligence or willful misconduct. Verae shall control the defense and settlement of any such indemnified claims.

Section 14: Additional Terms

1. **Choice of Law and Forum.** These Terms are governed by New York law, and disputes shall be resolved exclusively in New York courts.
2. **Consent to Electronic Notices.** Customer agrees that any notice, invoice, statement, warning, or other document transmitted to the email address associated with the Customer's account is deemed received by Customer.
3. **Legal Fees.** If a civil action becomes necessary to enforce Verae's rights, Verae may recover its reasonable attorneys' fees, court costs, expenses, and collection costs.

4. **Interest Rates.** Past-due obligations accrue interest at the lesser of the maximum lawful rate or 1.5% per month, compounded monthly. Pre-judgment and post-judgment interest shall accrue interest at the same rate. If the maximum legal interest rate is lower than this interest rate, the interest rate shall be the maximum rate allowed by law.
5. **Merger.** These Terms constitute the entire agreement between the parties unless superseded by a written Enterprise Agreement.
6. **Modification.** From time to time, Verae may propose to modify the terms of this Agreement. If it does so, Verae shall send a copy of the proposed terms to the customer at the customer's email address associated with the customer's account. After 30 calendar days have elapsed and the customer has not notified Verae that it is canceling its services, the proposed terms merge with and, to the extent applicable, supersede corresponding versions of the prior terms of this Agreement. Your continued use of the Services after any update to these Terms is acceptance of the revised Terms. If you do not agree to a revised version, you must stop using the Services before the revised Terms become effective. By using the Services, Customer accepts the modified Terms.

[Electronic Signature Block or Substitutes Goes Here]