



Terms of Service

Last updated October 23, 2025

This document contains the terms and conditions that govern your use of the Services (as defined below) and imposes material limitations to your rights. Please read this document carefully and treat it as valuable property.

WELCOME TO VERIFALIA

Welcome to Verifalia, a cloud-based platform designed to verify email addresses using AI!

These Terms of Service govern your use of our Services: please read them carefully, as they contain important information about your rights and obligations.

IMPORTANT NOTICE

THESE TERMS OF SERVICE CONTAIN LEGALLY BINDING PROVISIONS GOVERNING YOUR USE OF THE SERVICES (AS DEFINED BELOW) AND INCLUDE MATERIAL LIMITATIONS AND EXCLUSIONS OF LIABILITY. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SERVICES.

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1. INTRODUCTION AND PARTIES

1.1 Parties

These Terms of Service (the "**Agreement**", "**Terms**", or "**ToS**") constitute a legally binding agreement between:

- **You** (the "**Customer**" or "**you**"), whether acting as an individual or on behalf of a legal entity; and

- **Cobisi Research**, operating under the trade name **Verifalia**, a company established under Italian law with its registered office at Via Della Costituzione 31, 35010 Vigonza (PD), Italy ("**Cobisi**", "**Verifalia**", "**we**", "**us**", or "**our**").

Each party may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1.2 Scope of Agreement

These Terms govern your access to and use of Verifalia's cloud-based email verification platform, including all associated software applications, application programming interfaces (APIs), websites, data, media, and documentation (collectively, the "**Services**").

1.3 Acceptance of Terms

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

If you are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

1.4 Incorporation of Additional Terms

Supplemental terms, policies, and documents published on the Services or communicated to you in writing (including the Privacy Policy, Data Processing Addendum, and Service Level Agreement) are expressly incorporated into these Terms by reference.

1.5 Amendments to the Terms

We reserve the right to modify these Terms at any time, in our sole discretion. We will notify you of material changes by updating the "Last updated" date at the top of this document and, where required by law, by providing additional notice (such as email notification or a prominent notice on the Services).

Your continued use of the Services after any such amendments constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically. If you do not agree to any modification, you must discontinue use of the Services.

2. DEFINITIONS

For the purposes of these Terms, the following definitions apply:

- **"Account"** means the Verifalia account or instance created by Customer upon completion of the registration process.
- **"Auto Top-Up"** means the optional feature that allows Customer to configure automatic purchases of Credit Packs when the Account's Credit Pack balance falls below a Customer-specified threshold. When triggered, Auto Top-Up automatically attempts to charge Customer's saved payment methods until the purchase is successfully completed.
- **"Credit Pack"** means a prepaid package of email verification credits purchased by Customer for use with the Services, as detailed on Verifalia's website.
- **"Daily Free Credits"** means the email verification credits included with certain Subscription Plans (including the Free Plan) that are available for use each day and expire at the end of each calendar day if unused. Daily Free Credits are always consumed before Credit Pack balances.
- **"Documentation"** means the current, publicly available user guides, technical specifications, API documentation, and other materials describing the functionality of the Services, accessible at <https://verifalia.com> and updated from time to time.
- **"Free Plan"** means Verifalia's freemium Subscription Plan that provides limited access to the Services at no charge, including 25 free email verification credits per day, subject to certain restrictions and exclusions (including no Service Level Agreement). The Free Plan's features and limitations are detailed on Verifalia's website.
- **"Subscription Charge"** means the fees payable by Customer to Verifalia in exchange for use of the Services, as specified during the checkout process or invoice.
- **"Subscription Plan"** means the service tier or package selected by Customer, detailing the scope, volume, and features of the Services, as described on the Verifalia website and in the Documentation.
- **"Subscription Term"** means the billing cycle (monthly, quarterly, or annual) selected by Customer, during which Customer is authorized to access and use the Services in accordance with these Terms.

- **"User"** means (a) any individual who uses the Services on Customer's behalf, including Customer's employees, contractors, or agents, and (b) any software application, API integration, browser application, or other automated system authorized by Customer to access or use the Services.
- **"Verification Result"** means any data, file, or output (in JSON, CSV, Excel, or other exportable format) containing email verification results generated by the Services.

3. LICENSE GRANT

3.1 Grant of License

Subject to Customer's full compliance with these Terms, Verifalia grants Customer a limited, non-exclusive, non-transferable (except as expressly permitted by Customer's Subscription Plan), non-sublicensable (except as expressly permitted by Customer's Subscription Plan), revocable, worldwide license to access and use the Services solely for Customer's internal business or personal purposes during the Subscription Term.

Customers subscribed to a Subscription Plan that explicitly includes reseller rights may resell or sublicense the Services in accordance with the terms and restrictions of such Subscription Plan.

3.2 Reservation of Rights

All rights not expressly granted to Customer under these Terms are reserved by Verifalia. This Agreement does not convey any ownership rights in the Services, and Customer acquires no right, title, or interest in the Services except as expressly set forth herein.

4. DESCRIPTION OF THE SERVICES

4.1 Email Verification Services

Verifalia provides cloud-based, AI-powered email verification services designed to assess the validity, deliverability, and quality of email addresses submitted by Customer.

The Services allow Customer to:

- Upload lists of email addresses for verification;
- Submit email addresses for verification via API or web interface;
- Download Verification Results in various formats.

4.2 Jurisdictional Compliance

The Services are provided globally. Customer acknowledges that use of the Services may be subject to local laws and regulations in Customer's jurisdiction. Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws, including but not limited to data protection, anti-spam, consumer protection, and telecommunications regulations.

Where use of the Services is prohibited or restricted by law in Customer's jurisdiction, Customer must not access or use the Services.

5. ACCOUNT REGISTRATION AND ACCESS

5.1 Account Creation

To access the Services, Customer must register for an Account by providing accurate, current, and complete information as prompted during the registration process.

5.2 Account Security

Customer is solely responsible for:

- Maintaining the confidentiality of all Account credentials, including usernames and passwords;
- All activities that occur under Customer's Account, whether or not authorized by Customer.

Customer must notify Verifalia immediately of any unauthorized access to or use of Customer's Account or any other security breach.

5.3 Accuracy of Information

Customer represents and warrants that all registration and Account information provided to Verifalia is and will remain accurate, current, and complete. Customer agrees to promptly update such information as necessary.

5.4 Use by Minors

The Services are not intended for use by individuals under the age of 18 (or the applicable age of majority in Customer's jurisdiction). If Customer is a minor, Customer must obtain the express written consent of a parent or legal guardian before using the Services, and such parent or guardian must review and agree to these Terms.

5.5 Authority to Bind

If Customer is accessing or using the Services on behalf of a company, organization, or other legal entity, Customer represents and warrants that:

- Customer has the legal authority to bind such entity to these Terms;
- Customer has read and understands these Terms; and
- Customer agrees to these Terms on behalf of such entity.

5.6 Suspension or Termination of Account

Verifalia reserves the right, in its sole discretion, to suspend or terminate any Account, or refuse current or future use of the Services, if:

- Customer provides information that is untrue, inaccurate, not current, or incomplete;
- Customer breaches any provision of these Terms;
- Verifalia reasonably believes such action is necessary to protect the integrity or security of the Services or comply with applicable law.

6. ACCEPTABLE USE POLICY

6.1 Permitted Use

Customer may use the Services only for lawful purposes and in accordance with these Terms. Customer may not use the Services in any manner that:

- Violates any applicable law or regulation, including but not limited to anti-spam laws, data protection laws, and intellectual property laws;
- Damages, disables, overburdens, or impairs the Services or any network connected to the Services;
- Interferes with any other party's use or enjoyment of the Services.

6.2 Prohibited Activities

Customer agrees not to, and agrees not to permit any User or third party to:

- **Reverse engineer, decompile, disassemble, modify, adapt, or create derivative works of the Services' software, source code, databases, or algorithms, or attempt**

to derive the source code or underlying ideas or algorithms of any part of the Services, except to the extent expressly permitted by applicable law;

- **Introduce viruses, malware, trojans, worms, spyware, or other malicious code or harmful software** into the Services;
- Use automated tools (including bots, scrapers, crawlers, or robots) to access, scrape, or extract data from the Services, except as expressly permitted through documented API use in accordance with the Documentation;
- **Attempt to gain unauthorized access** to the Services, other Accounts, or any computer systems or networks connected to the Services, through hacking, password mining, or any other means;
- Probe, scan, or test the vulnerability of the Services or circumvent any security or authentication measures;
- Upload, submit, or process any data that infringes, misappropriates, or violates any third party's intellectual property rights, privacy rights, or other legal rights;
- Use the Services to send unsolicited commercial email (spam), bulk email, or any email in violation of applicable anti-spam laws;
- Resell, sublicense, or make the Services or Verification Results available to any third party for a fee, unless Customer's Subscription Plan explicitly includes reseller rights.

6.3 Enforcement

Verifalia reserves the right, but is under no obligation, to:

- Monitor use of the Services for violations of these Terms;
- Investigate suspected breaches of these Terms;
- Take appropriate legal or administrative action against any Customer or User who, in Verifalia's sole discretion, violates these Terms or applicable law, including without limitation, suspending or terminating access, reporting violations to law enforcement authorities, or pursuing civil remedies.

6.4 Email Marketing Compliance

If Customer uses Verification Results for email marketing purposes, Customer agrees to comply with all applicable anti-spam and email marketing laws, including but not limited to:

- EU e-Privacy Directive (2002/58/EC) and GDPR (consent requirements);
- US CAN-SPAM Act (opt-out, identification requirements);
- Canada's Anti-Spam Legislation (CASL);

- Any other applicable local laws.

Customer represents and warrants that it will:

1. Only send marketing emails to recipients who have provided valid, verifiable consent;
2. Provide a clear and functional unsubscribe mechanism in every marketing email;
3. Include accurate sender identification and subject lines;
4. Honor unsubscribe requests promptly (within 10 business days).

Verifalia is not responsible for Customer's email marketing practices. Customer agrees to indemnify Verifalia for any claims, fines, or penalties arising from Customer's violation of anti-spam laws (see Section 14.1(viii)).

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership by Verifalia

Verifalia (and its licensors, where applicable) owns and retains all right, title, and interest in and to the Services, including without limitation:

- All software, source code, algorithms, databases, technologies, and know-how;
- All Content, including text, graphics, logos, photographs, images, audio, video, and other materials displayed or made available through the Services;
- All trademarks, service marks, trade names, logos, and brand identifiers (the "**Marks**").

The Services, Content, and Marks are protected by copyright, trademark, patent, trade secret, and other intellectual property laws and treaties in the European Union, the United States, and internationally.

7.2 Restrictions on Use

Except as expressly permitted in these Terms or by applicable law, Customer may not:

- Copy, reproduce, distribute, publish, display, perform, modify, create derivative works from, transmit, or otherwise exploit any part of the Services, Content, or Marks;
- Remove, obscure, or alter any proprietary notices (including copyright and trademark notices) contained in or displayed through the Services.

7.3 Customer Data

Customer retains all ownership rights in the data uploaded or submitted to the Services by Customer or its Users ("Customer Data"), subject to the license granted to Verifalia as set forth in Section 8.

7.4 Verification Results

Verifalia retains ownership of all algorithms, models, and methodologies used to generate Verification Results. Customer owns the Verification Results generated from Customer Data, subject to the restrictions in these Terms.

Customer may use Verification Results solely for Customer's internal business purposes and may not sell, sublicense, or redistribute Verification Results to third parties (unless Customer's Subscription Plan explicitly permits resale).

7.5 Customer Feedback

If Customer provides Verifalia with any feedback, suggestions, or ideas regarding the Services ("Feedback"), Customer grants Verifalia a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, modify, and incorporate such Feedback into the Services without any obligation to compensate Customer or provide attribution.

8. CUSTOMER DATA AND DATA PROCESSING

8.1 Customer Responsibilities

Customer is solely responsible for the accuracy, quality, legality, and integrity of Customer Data. Customer represents and warrants that:

- Customer has obtained all necessary rights, consents, and authorizations to upload Customer Data to the Services and to permit Verifalia to process such data as contemplated by these Terms;
- Customer Data does not infringe or violate any third party's rights (including intellectual property, privacy, or publicity rights) or applicable law.

8.2 License to Process Customer Data

Customer grants Verifalia a limited, non-exclusive, worldwide license to access, process, and use Customer Data solely to the extent necessary to provide the Services and fulfill Verifalia's obligations under these Terms.

8.3 Data Retention and Deletion

For security and performance reasons, Verifalia stores Verification Results (including email addresses processed by the Services) in volatile (non-persistent) storage. Verification Results are automatically and permanently deleted in accordance with Customer's configurable data retention settings, with a minimum retention period of 5 minutes and a maximum of 30 days.

Customer acknowledges and agrees that once Verification Results are deleted, they cannot be recovered.

Daily Free Credits included with certain Subscription Plans are available for use each calendar day and expire automatically at the end of each day (midnight UTC) if unused. Expired Daily Free Credits cannot be recovered, rolled over to the next day, or refunded.

Credit Packs (whether purchased manually or via Auto Top-Up) do not expire and remain available in the Account balance until used or until the Account is terminated.

8.4 Data Security

Verifalia implements industry-standard technical and organizational measures to protect Customer Data against unauthorized access, accidental loss, alteration, or destruction, including but not limited to:

- Encryption of data in transit (HTTPS/TLS);
- Hashing and salting of passwords;
- Client certificate authentication (X.509 TLS);
- Multi-factor authentication options;
- Role-based access controls and fine-grained User permissions;
- Regular security monitoring and updates;
- Volatile (non-persistent) storage of Verification Results.

Notwithstanding these measures, Customer acknowledges that no method of electronic storage or transmission is 100% secure, and Verifalia cannot guarantee absolute security.

8.5 Data Protection Compliance

The Parties' respective data protection obligations, including compliance with applicable privacy and data protection laws (including the EU General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and other applicable laws), are set forth in Verifalia's Data Processing Addendum (DPA), available at <https://verifalia.com/legal/data-processing-addendum>

The DPA is incorporated into and forms part of these Terms. In the event of any conflict between these Terms and the DPA, the DPA prevails with respect to data protection matters.

Customer agrees to comply at all times with applicable data protection laws.

8.6 No Sale or Marketing of Customer Data

Verifalia does not and will not sell, rent, or lease Customer Data (including email addresses) under any circumstances. Verifalia does not use Customer Data for Verifalia's own marketing purposes.

Verifalia may disclose Customer Data to third parties only when

- a) necessary to provide the Services (such as cloud hosting providers or infrastructure services), or
- b) required by applicable law, regulation, legal process, or governmental request.

8.7 Return and Deletion of Customer Data

Upon termination or expiration of these Terms, Verifalia will delete all Customer Data from Verifalia's systems within 30 days, unless retention is required by law.

Customer acknowledges that once data is deleted, it cannot be recovered.

9. FEES, PAYMENT, AND BILLING

9.1 Fees and Charges

Customer agrees to pay all fees associated with use of the Services, including:

- a) Subscription Charges for the selected Subscription Plan;
- b) Credit Pack purchases (whether purchased manually or via Auto Top-Up); and
- c) Any other charges incurred through use of the Services.

All fees are due and payable in accordance with the pricing and payment terms specified at the time of purchase or set forth in an invoice.

All amounts are stated exclusive of applicable taxes unless otherwise indicated.

9.2 Credit Types and Usage

Verifalia Services utilize two types of credits for email verification:

- a) Daily Free Credits: Email verification credits included with certain Subscription Plans that are available for use each calendar day and expire automatically at the end of each day

(midnight UTC) if unused. Expired Daily Free Credits cannot be recovered, rolled over to the next day, or refunded.

- b) Credit Packs: Prepaid packages of email verification credits purchased by Customer (either manually or via Auto Top-Up). Credit Packs do not expire and remain available in the Account balance until used or until the Account is terminated.

When verifying email addresses, the Services automatically consume Daily Free Credits first, then Credit Pack balances.

Details regarding Daily Free Credits, Credit Pack pricing, and Subscription Plan features are available at <https://verifalia.com/pricing> and in the Documentation.

9.3 Payment Methods

Verifalia accepts payment via major credit and debit cards, PayPal, digital wallets, and certain local payment methods.

Payment transactions are processed by Verifalia's third-party payment processors (currently Stripe and PayPal). By providing payment information, Customer authorizes Verifalia to charge the selected payment method for all applicable fees.

When Customer completes a payment transaction, Verifalia may automatically save the payment method for future use, where supported by the payment method type. Saved payment methods may be used for:

- a) Recurring Subscription Charges;
- b) Auto Top-Up purchases (if enabled); and
- c) Future manual purchases of Credit Packs or Subscription Plan upgrades.

Payment card information is processed and securely stored by Verifalia's payment processors (Stripe and PayPal) in accordance with Payment Card Industry Data Security Standards (PCI DSS). Verifalia does not store complete payment card numbers.

Customer can view and delete saved payment methods at any time through the Account management interface at <https://app.verifalia.com>

By enabling Auto Top-Up, Customer authorizes Verifalia to automatically charge Customer's saved payment methods in accordance with Customer's Auto Top-Up settings until Customer disables Auto Top-Up or removes the payment methods from the Account.

9.4 Billing Cycle and Automatic Renewal

Paid Subscription Plans renew automatically at the end of each Subscription Term unless Customer cancels or downgrades the Account to the Free Plan prior to renewal. Customer authorizes Verifalia to charge Customer's payment method automatically on a recurring basis for each renewal period.

Subscription Charges are billed in advance. The length of the billing cycle (monthly, quarterly, or annual) is determined by Customer's selection during Account setup.

9.5 Auto Top-Up

Customer may optionally enable Auto Top-Up to automatically purchase Credit Packs when the Account's Credit Pack balance falls below a threshold specified by Customer.

By enabling Auto Top-Up, Customer:

- a) Selects a Credit Pack balance threshold (the minimum number of Credit Packs that should remain in the Account);
- b) Selects which Credit Pack to purchase when the threshold is reached; and
- c) Authorizes Verifalia to automatically charge Customer's saved payment method(s) for the selected Credit Pack purchase without requiring prior approval for each transaction.

When Auto Top-Up is triggered, Verifalia will attempt to charge each of Customer's saved payment methods, in turn, until the purchase is successfully completed. If all payment attempts fail, Verifalia will retry over a period of up to 7 days, with multiple attempts per day, and will notify Customer if the Auto Top-Up charge cannot be completed.

Customer may enable, disable, or modify Auto Top-Up settings at any time through the Account management interface at <https://app.verifalia.com>.

Changes to Auto Top-Up settings take effect immediately for future purchases, but do not cancel or refund any Auto Top-Up charges already processed or pending.

Auto Top-Up charges are subject to the same non-refund policy as manual Credit Pack purchases (see Section 9.10).

Customer is responsible for ensuring that valid payment methods are saved in the Account and have sufficient funds or credit available to process Auto Top-Up charges.

9.6 Changes and Upgrades

Customer may upgrade or downgrade its Subscription Plan at any time through the Account management interface. Changes take effect immediately:

- **Upgrades:** A pro-rated charge for the upgraded plan will apply for the remainder of the current billing cycle.
- **Downgrades:** The downgrade takes effect immediately. No refunds or credits are provided for any remaining portion of the current billing period.

9.7 Price Changes

Verifalia may change its prices from time to time.

For existing paid Subscription Plans, Verifalia will provide at least **30 days' advance notice** of any price increase. Price increases will take effect at the start of the next renewal period following such notice. Customer may cancel its subscription if it does not agree to the price increase.

9.8 Taxes

Customer is responsible for all taxes, duties, levies, tariffs, and similar governmental charges (including VAT, GST, and sales tax) associated with its purchase and use of the Services, except for taxes based on Verifalia's income. Verifalia will add applicable taxes to invoices where required by law. If Customer is exempt from such taxes, Customer must provide valid tax exemption certificates.

9.9 Payment Terms for Invoices

Where Verifalia issues an invoice (rather than charging a payment method automatically), full payment is due within **fourteen (14) calendar days** from the invoice date, unless otherwise specified.

Late payments may result in:

- Suspension of access to the Services;
- Interest charges or late fees as permitted by law;
- Referral to debt collection or legal action.

9.10 Non-Refundable Fees

All fees, including Subscription Charges, Credit Pack purchases (whether purchased manually or via Auto Top-Up), and any other charges incurred through use of the Services, are non-refundable and non-cancellable, except as required by mandatory consumer protection laws in Customer's jurisdiction.

Fees are charged for access to the Services and purchase of credits, regardless of actual usage. Verifalia does not provide refunds or credits for:

- Partial billing periods;
- Unused Services, Daily Free Credits, or Credit Packs (including Credit Packs purchased via Auto Top-Up);
- Customer-initiated cancellations, downgrades, or disabling of Auto Top-Up;
- Account terminations (by Customer or Verifalia);
- Expired Daily Free Credits.

Upon Account termination, any unused Credit Pack balances (including credits purchased via Auto Top-Up) are forfeited and non-refundable.

9.11 Delinquent Accounts

If Customer fails to pay any amount when due, Verifalia may, in addition to any other remedies:

- Suspend or terminate Customer's access to the Services;
- Initiate collection proceedings; and
- Charge Customer for any costs incurred in collecting overdue amounts, including reasonable attorneys' fees.

Customer agrees not to initiate chargebacks or payment disputes for Services properly rendered. Disputed chargebacks may result in immediate Account suspension or termination and may be referred to collections.

9.12 Cancellation

Customer may cancel a paid Subscription Plan at any time by downgrading to Verifalia's Free Plan via the Account settings at <https://app.verifalia.com/#/account/change-plan>

Cancellations take effect immediately, but no refund or credit will be provided for any remaining portion of the billing cycle.

9.13 Right of Withdrawal (EU Consumers)

If Customer is a consumer resident in the European Union, Customer has the right to withdraw from this Agreement within **14 days** of Account creation, without giving any reason, in accordance with EU Directive 2011/83/EU (the Consumer Rights Directive).

However, by accessing or using the Services during the withdrawal period, Customer expressly requests that Verifalia begin performance immediately and acknowledges that Customer thereby loses the right of withdrawal.

To exercise the right of withdrawal (if applicable and if Customer has not yet accessed or used the Services), Customer must inform Verifalia of the decision to withdraw by sending a clear, unambiguous statement to support@verifalia.com

If Customer validly exercises the right of withdrawal, Verifalia will refund all payments received from Customer (if any) within **14 days** of receiving notice of withdrawal, using the same payment method used by Customer for the initial transaction unless Customer expressly agrees otherwise.

10. SERVICE LEVELS AND SUPPORT

10.1 Service Availability

Verifalia will use commercially reasonable efforts to make the Services available on a continuous basis, subject to scheduled maintenance, updates, and unforeseen outages.

Certain Subscription Plans include uptime guarantees and service level commitments as detailed in Verifalia's **Service Level Agreement (SLA)**, available at <https://verifalia.com/legal/service-level-agreement>

Customers should review the SLA for specific uptime commitments, exclusions, and remedies applicable to their Subscription Plan.

Verifalia does not guarantee uninterrupted or error-free access to the Services and is not liable for any downtime, delays, or service interruptions except as expressly set forth in the applicable SLA.

10.2 Customer Support

Verifalia provides customer support via:

- Online form submission at <https://app.verifalia.com>
- Email at support@verifalia.com
- Live chat (where available)

Support response times and priority levels vary depending on Customer's Subscription Plan:

- **Priority Support:** Available to customers subscribed to certain paid Subscription Plans (as specified in the plan details)
- **Regular Support:** Available to all other customers

Verifalia does not provide legal, compliance, or technical consulting services beyond operational support for the Services.

10.3 Fair Use and Reasonable Use

To ensure optimal performance and fair access for all customers, Verifalia reserves the right to limit, throttle, or suspend Accounts that exhibit usage patterns deemed unreasonable or abusive, as determined in Verifalia's sole discretion. Examples of unreasonable use include but are not limited to:

- Excessive or disproportionate API call volumes inconsistent with the Subscription Plan;
- Automated abuse or attempts to circumvent rate limits;
- Usage that materially degrades Service performance for other customers.

Verifalia will provide notice of any such limitations where practicable.

10.4 API Rate Limits and Quotas

Customer's use of the Services via API is subject to rate limits and usage quotas as specified in the Developer Documentation at <https://verifalia.com/developers> and Customer's Subscription Plan. Verifalia reserves the right to enforce rate limits and throttle or block requests that exceed such limits.

Customer may configure custom throttling rules and quotas for Users through the Account management interface.

11. PRIVACY AND DATA PROTECTION

11.1 Privacy Policy

Verifalia's collection, use, and disclosure of personal information is governed by its **Privacy Policy**, available at <https://verifalia.com/legal/privacy-policy>

By using the Services, Customer consents to such collection, use, and disclosure as described in the Privacy Policy.

11.2 Cookies and Tracking Technologies

Verifalia uses cookies and similar tracking technologies on its websites and Services. For information on how Verifalia uses cookies and how to manage your preferences, please see Verifalia's **Cookie Policy** at <https://verifalia.com/legal/cookie-policy>

By using the Services, Customer consents to the use of cookies in accordance with the Cookie Policy.

12. WARRANTIES AND DISCLAIMERS

12.1 Limited Warranty

Verifalia warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards.

12.2 Verification Accuracy Disclaimer

Artificial intelligence and machine learning technologies underlying the Services are probabilistic in nature and are subject to continuous improvement. Customer acknowledges and agrees that:

- **Verification Results may not always be accurate** and may not precisely reflect the true deliverability or validity of all email addresses;
- Verifalia does not warrant that the Services are error-free, that defects will be corrected, or that the Services will meet Customer's specific requirements;
- **Customer must not rely on Verification Results for any purpose that could have a legal, financial, or material impact on any individual**, including but not limited to decisions relating to credit, employment, education, housing, insurance, health, or legal matters.

12.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERIFALIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- **WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND ACCURACY;**
- **WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE;**
- **WARRANTIES REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OR VERIFICATION RESULTS.**

NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY VERIFALIA OR ITS REPRESENTATIVES WILL CREATE A WARRANTY.

Some jurisdictions do not allow the exclusion of certain warranties. If such laws apply to Customer, some or all of the above exclusions may not apply, and Customer may have additional rights.

12.4 Third-Party Services and Content

The Services may contain links to third-party websites, services, or content ("**Third-Party Services**"). Verifalia does not control, endorse, or assume responsibility for any Third-Party Services. Customer accesses and uses Third-Party Services at its own risk and subject to such third parties' terms and conditions.

Verifalia is not liable for any harm, loss, or damage arising from Customer's use of or reliance on Third-Party Services.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VERIFALIA, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY:

- **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;**
- **LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS;**
- **LOSS OF DATA OR CORRUPTION OF DATA;**
- **COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;**

ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), AND EVEN IF VERIFALIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Cap on Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, VERIFALIA'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LESSER OF:

- a) **THE TOTAL SUBSCRIPTION CHARGES PAID BY CUSTOMER TO VERIFALIA DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR**
- b) **EUR 100 (ONE HUNDRED EUROS).**

13.3 Exceptions

The limitations in this Section 13 do not apply to:

- **Liability arising from Verifalia's gross negligence, willful misconduct, or fraud;**

- Liability for death or personal injury caused by Verifalia's negligence;
- Any other liability that cannot be excluded or limited under applicable law.

13.4 Consumer Rights

Certain laws, including consumer protection laws in the European Union and other jurisdictions, do not allow the exclusion or limitation of certain warranties or liabilities. If such laws apply to Customer, some or all of the exclusions and limitations in this Section 13 may not apply, and Customer may have additional rights.

14. INDEMNIFICATION

14.1 Indemnity by Customer

Customer agrees to defend, indemnify, and hold harmless Verifalia and its affiliates, and their respective directors, officers, employees, agents, contractors, and licensors (collectively, the "**Verifalia Indemnified Parties**") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Customer's use or misuse of the Services;
- Customer's breach of these Terms;
- Customer's violation of any applicable law or regulation;
- Customer's infringement or misappropriation of any third party's intellectual property or other rights;
- Any claim that Customer Data or Customer's use of the Services violates any third party's rights or applicable law;
- Any harm caused by Customer or any User to another user of the Services or any third party;
- Any fines, penalties, or damages imposed on Verifalia by a data protection authority, court, or regulatory body arising from Customer's violation of data protection laws;
- Any claims, fines, or penalties arising from Customer's violation of anti-spam laws in connection with Customer's use of Verification Results.

14.2 Indemnification Procedure

Verifalia will:

- Provide Customer with prompt written notice of any claim subject to indemnification;
- Allow Customer to control the defense and settlement of such claim;
- Provide reasonable cooperation in the defense, at Customer's expense.

Customer may not settle any claim in a manner that imposes any obligation or liability on Verifalia without Verifalia's prior written consent.

14.3 Right to Participate

Notwithstanding the foregoing, Verifalia reserves the right, at its own expense, to participate in the defense of any claim subject to Customer's indemnification obligations.

15. SUSPENSION AND TERMINATION

15.1 Termination by Customer

Customer may terminate these Terms and permanently close its Account at any time by using the "Close Account" feature available at <https://app.verifalia.com>

Alternatively, if Customer is unable to access the in-app termination feature, Customer may request Account termination by contacting support@verifalia.com

Downgrading to Verifalia's Free Plan does not terminate the Account; it stops recurring Subscription Charges and disables certain premium features, but the Account remains active.

Termination does not relieve Customer of any obligation to pay outstanding fees or charges. Upon termination, any unused Credit Pack balances are forfeited and non-refundable (see Section 9.10).

15.2 Termination or Suspension by Verifalia

Verifalia may suspend or terminate Customer's access to the Services, in whole or in part, immediately and without prior notice, if:

- a) Customer breaches any provision of these Terms;
- b) Customer's Account is delinquent or Customer fails to pay any fees when due;
- c) Verifalia reasonably believes that Customer's use of the Services:
 - i. Violates applicable law;
 - ii. Poses a security risk to Verifalia, the Services, or other users;
 - iii. Exposes Verifalia to liability; or

- iv. Involves fraud or misuse of the Services.
- d) Verifalia is required to do so by law, regulation, court order, or governmental authority;
- e) Verifalia discontinues provision of the Services (see Section 15.4).

15.3 Effect of Termination

Upon termination or expiration of these Terms:

- All rights and licenses granted to Customer under these Terms immediately cease;
- Customer must immediately cease all use of the Services;
- Customer remains liable for all fees and charges incurred prior to termination;
- Verifalia may delete Customer Data in accordance with its data retention policies (see Section 8.3).

Sections that by their nature should survive termination (including but not limited to Sections 7, 8.7, 9.10, 9.13, 12, 13, 14, 17, and 18) will continue to apply.

15.4 Service Discontinuation

Verifalia reserves the right to discontinue the Services (or any part thereof) at any time. In the event of discontinuation, Verifalia will provide at least **30 days' prior written notice** to Customer and will refund any prepaid fees for Services not rendered, unless discontinuation is required by law or due to circumstances beyond Verifalia's reasonable control.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

These Terms and any disputes arising out of or related to these Terms or the Services will be governed by and construed in accordance with the laws of **Italy**, without regard to its conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2 Mandatory Local Laws

Notwithstanding Section 16.1, if Customer is located in a jurisdiction with mandatory consumer protection, data protection, or other laws that cannot be waived or superseded by Italian law, such mandatory laws will apply to the extent required.

16.3 Negotiation

The Parties agree to attempt to resolve any dispute arising out of or related to these Terms or the Services through good-faith negotiations before pursuing formal dispute resolution. Either Party may initiate negotiations by providing written notice to the other Party.

16.4 Arbitration

If the Parties are unable to resolve a dispute through negotiation within 30 calendar days of the initial notice, the dispute will be resolved exclusively by binding arbitration in accordance with the rules of the Camera Arbitrale di Padova (Arbitration Chamber of the Padua Chamber of Commerce).

The arbitration will be conducted in Padua, Italy, and the language of the proceedings will be Italian, unless the Parties agree otherwise in writing.

The arbitrator's decision will be final and binding on both Parties and may be enforced in any court of competent jurisdiction.

16.5 Exceptions to Arbitration

Notwithstanding Section 16.4, either Party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent infringement of intellectual property rights or unauthorized access to the Services.

16.6 Consumer Rights

If Customer is a consumer within the meaning of applicable consumer protection laws (including EU Directive 2011/83/EU), Customer may have additional rights regarding dispute resolution and jurisdiction, including the right to bring proceedings in Customer's country of residence. Nothing in these Terms affects such statutory rights.

16.7 Online Dispute Resolution (EU Consumers)

If Customer is a consumer resident in the European Union and is dissatisfied with the resolution of a complaint, Customer may access the European Commission's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with any documents expressly incorporated by reference (including the Privacy Policy, Cookie Policy, Data Processing Addendum, and Service Level Agreement),

constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, representations, and communications, whether written or oral.

No terms or conditions set forth in any purchase order, invoice, or similar document issued by Customer will be binding on Verifalia, regardless of Verifalia's acceptance of such document.

17.2 Amendments

Verifalia may amend these Terms from time to time as set forth in Section 1.5. No other amendment or modification of these Terms will be effective unless set forth in a written agreement signed by both Parties.

17.3 Assignment

Customer may not assign, transfer, delegate, or sublicense any of its rights or obligations under these Terms, whether by operation of law or otherwise, without Verifalia's prior written consent. Any purported assignment in violation of this Section will be null and void.

Verifalia may assign or transfer its rights and obligations under these Terms, in whole or in part, to any affiliate, subsidiary, or successor in interest, including in connection with a merger, acquisition, reorganization, or sale of assets, without Customer's consent.

Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

17.4 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

17.5 Waiver

No failure or delay by either Party in exercising any right, power, or remedy under these Terms will constitute a waiver of such right, power, or remedy. No waiver of any provision of these Terms will be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced.

17.6 Relationship of the Parties

The Parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Neither Party has authority to bind the other or to incur any obligation on the other's behalf without prior written consent.

17.7 Force Majeure

Neither Party will be liable for any failure or delay in performance of its obligations under these Terms (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, pandemics, epidemics, governmental actions, or failures of third-party service providers (a "**Force Majeure Event**").

The affected Party will promptly notify the other Party of the Force Majeure Event and will use commercially reasonable efforts to mitigate its impact. If a Force Majeure Event continues for more than **30 consecutive days**, either Party may terminate these Terms upon written notice without liability.

17.8 Notices

All notices, requests, consents, and other communications under these Terms must be in writing and will be deemed given:

- When delivered personally;
- When sent by confirmed email;
- Three (3) business days after being sent by registered or certified mail, return receipt requested; or
- One (1) business day after deposit with an internationally recognized overnight courier.

Notices to Verifalia must be sent to:

Cobisi Research

Via Della Costituzione, 31
35010 Vigonza (PD)
Italy, European Union

Email: support@verifalia.com

Notices to Customer will be sent to the email address associated with Customer's Account.

17.9 Electronic Communications and Signatures

By using the Services, Customer consents to receive communications from Verifalia electronically, including via email, in-app messages, or postings on the Services. Customer agrees that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

Customer agrees to the use of electronic records and electronic signatures and waives any rights or requirements under any law that requires an original (non-electronic) signature or delivery or retention of non-electronic records.

17.10 Interpretation

In these Terms:

- Headings are for convenience only and do not affect interpretation;
- The singular includes the plural and vice versa;
- References to "including" mean "including without limitation";
- "Days" means calendar days unless otherwise specified;
- References to any statute or regulation include any amendment or replacement thereof.

17.11 Language

These Terms are drafted in English. Any translation is provided for convenience only. In the event of any conflict or inconsistency, the English version prevails.

17.12 Export Controls and Sanctions

Customer agrees that it will not use the Services in violation of any export control or economic sanctions laws, including but not limited to those administered by the European Union, Italy, the United States, or the United Nations.

Customer represents and warrants that neither Customer nor any User is:

- Located in, or a national or resident of, any country subject to comprehensive sanctions;
- Listed on any sanctions list (e.g., EU Consolidated List, US OFAC SDN List); or
- Owned or controlled by any such person or entity.

18. MARKETING AND REFERENCES

18.1 Customer References

Customer grants Verifalia the non-exclusive right to identify Customer as a user of the Services and to display Customer's name, logo, and website in Verifalia's marketing materials, including but not limited to websites, brochures, presentations, case studies, and press releases.

Customer may revoke this consent at any time by submitting a written request to support@verifalia.com

Revocation will take effect within **30 days** of receipt.

19. CONTACT INFORMATION

For questions, complaints, or requests regarding these Terms or the Services, please contact:



Cobisi Research

Via Della Costituzione, 31
35010 – Vigonza
Italy (European Union)

VAT ID: IT04391160282

Website: <https://verifalia.com>

Email: support@verifalia.com