

## Terms of Use

Latest update: June 2022

### INTRODUCTION

We welcome you ("you," "user") to use the services of Microblink LLC Croatia and its affiliated companies ("Microblink"). These Terms of use govern the following:

- Microblink demo, mobile and web applications;
- Secure Image Upload;
- Microblink website and its subdomains;
- Trial and pilot use of products and/or services;

(individually and collectively referred to as the "Service").

Please note that these Terms of Use are divided into general terms ("General Terms") and terms specific to a particular Service listed above ("Specific Terms") (collectively referred to as "Terms"). Both the General Terms and the Specific Terms apply to your use of the Service.

### GENERAL TERMS

These Terms set forth legally binding terms and conditions applicable to your use of the Service, however installed, accessed and/or used, whether via personal computers, mobile devices or otherwise.

PLEASE BE REMINDED THAT THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND MICROBLINK AND DEFINE YOUR RIGHTS AND RESPONSIBILITIES WITH RESPECT TO THE SERVICE. FURTHERMORE, THESE TERMS INCLUDE, AMONG OTHER, RELEVANT INFORMATION ABOUT MICROBLINK'S PROCESSING OF PERSONAL DATA, IF ANY, AND YOUR RIGHTS RELATED THERETO, LIMITATIONS OF LIABILITY, WARRANTIES, CLASS ACTION WAIVERS, APPLICABLE LAW AND OBLIGATORY ARBITRATION. THEREFORE, IT IS IMPORTANT THAT YOU READ AND FULLY UNDERSTAND THESE TERMS.

By downloading, installing, accessing, or using the Service you represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and you confirm that you have read and understood the Terms and other documents referred to herein. If you do not accept or understand the Terms, please do not use, download, access or register with the Service. Please note that if you do not agree to these Terms, you are not entitled to use the Service and you must promptly uninstall or remove all copies of the Service and cease the use thereof.

In addition to these Terms, you agree to abide by any supplemental policies and terms related to the Service, including without limitation Microblink's [Privacy Policy](#), as well as all other operating rules, policies and procedures that may be published or provided to you from time to time in relation to the Service, each of which is incorporated herein.

If you have any questions about these Terms, please contact [legal@microblink.com](mailto:legal@microblink.com).

#### 1. Modifications of the Terms

From time to time, Microblink may modify or amend these Terms. Please review these Terms regularly to ensure that you are aware of any changes thereto by referring to the "Latest update" legend on top of this webpage. By continuing to use the Service following the publication of modification, you accept any such change or modification. Please do not use the Service if you do not agree with any of the stipulations contained herein.

#### 2. Eligibility and your use of the Service

##### 2.1. Eligibility

The Service is intended solely for persons 13 years of age or older. Access to or use of the Service by persons under 13 years of age is expressly prohibited.

By accessing or using the Service, you represent and warrant that you are legally considered an adult in your country or territory and agree to be bound by these Terms. Alternatively, if you are legally a minor but 13 years of age or older, your parent or legal guardian needs to read these Terms with you and ensure that they agree to your access and use of the Service. Any use of the Service without parental consent is strictly prohibited. Parents and guardians are encouraged to take an active role in their children's online and mobile activities and interests. If you have reason to believe that a child below the minimum age is using the Service without necessary parental consent, please contact Microblink at [legal@microblink.com](mailto:legal@microblink.com), and we will use commercially reasonable efforts to discontinue offering the Service to said person.

## **2.2. Compliance and export regulation**

You represent and warrant that you will use the Service in compliance with the applicable laws and regulations and agree not to access or use the Service in jurisdictions where the Service or any part thereof may violate said laws or regulations.

You represent and warrant that you will not use or otherwise transport, export or re-export, divert or cause to be diverted (directly or indirectly) the Service into any country forbidden to receive the Service by any jurisdictions' export or technology laws or regulations. You also represent and warrant that you are not located in any such country. Microblink and its affiliates shall not be liable for actions deriving from this paragraph as they cannot in any way influence or control the use of the Service in the described manner.

## **2.3. User account and passwords**

You agree that you will be solely responsible for all activities that occur under your account for using the Service. You understand and agree that you are responsible for safeguarding your account details and maintaining the confidentiality of your passwords. You agree to notify Microblink immediately of any unauthorized use or other security breach related to your account and/or passwords.

## **2.4. Accuracy of information**

You agree not to provide inaccurate, misleading or false information in connection with your use of the Service. If the information you have provided to Microblink subsequently becomes inaccurate, misleading or false, you shall promptly notify Microblink of such change.

## **2.5. Prohibited activities**

The list below contains examples of behaviors that are prohibited within your use of the Service:

- Impersonating another person or entity;
- Accessing or using the Service in an unlawful way or for any unlawful purpose;
- Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership of intellectual property rights of any other person, or otherwise unlawful;
- Transmission of viruses, malware, or other malicious code in the Service;
- Modification, reverse-engineering, or other manipulation of the Service;
- Interfering with or disrupting the Service.

Notwithstanding any other remedies Microblink might have under the applicable law, please note that Microblink reserves the right to terminate or suspend your access to the Service upon becoming aware of your engagement in any prohibited activities.

## **3. User Content**

### **3.1. Responsibility for User Content**

When you use the Service, you may generate user content, meaning any content created and/or uploaded by you, such as any text, photographs, pictures, images, data and information or other content that you submit in the Service (hereinafter: „User Content“). AS

MICROBLINK HAS NO CONTROL THEREOVER, MICROBLINK EXPLICITLY EXCLUDES ANY AND ALL LIABILITY FOR USER CONTENT. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USER CONTENT YOU UPLOAD, INCLUDING COMPLIANCE WITH ALL LAWS APPLICABLE TO YOU AND/OR YOUR USER CONTENT.

If you have uploaded any User Content contrary to the applicable laws, regulations or these Terms, please send the deletion request immediately to [privacy@microblink.com](mailto:privacy@microblink.com) for Microblink to facilitate your compliance therewith. If no deletion request is received, it shall be assumed that you have permission and the right to share the User Content with Microblink.

### 3.2. Examples of prohibited User Content

The following types of User Content are examples of prohibited User Content:

- Defamatory, inaccurate, abusive, obscene, profane, offensive, sexually-oriented, threatening, harassing, racially offensive or illegal User Content,
- User Content that infringes applicable laws or violates third person's rights (including, but not limited to, intellectual property rights as well as rights of privacy and publicity);
- User Content that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- "Junk mail," "chain letters," or "spam";
- User Content of commercial nature without Microblink's explicit authorization;
- User Content containing personal data obtained unlawfully;
- User Content containing data illegal to share without special permission(s).

Any comments or opinions expressed in User Content should not be deemed as representing Microblink's views or the views of its subsidiaries, affiliates, representatives, officers and employees. Microblink assumes no responsibility for monitoring the Service for inappropriate content or conduct, or for the conduct of any user of the Service, including any User Content submitted to the Service. If you see any material in the Service that, in your good faith belief, is offensive, hateful, harassing or that you otherwise think is prohibited, you may notify Microblink at [privacy@microblink.com](mailto:privacy@microblink.com).

### 3.3. Licensing of User Content

By using the Service, you grant Microblink a free, perpetual, irrevocable, non-exclusive, worldwide, transferable and royalty-free license over any User Content, with the right to sublicense, reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, incorporate into other works and otherwise use and commercially exploit any User Content in any media now existing or hereafter developed, including without limitation on websites, in audio format, and in any print media format. You agree to permanently waive any claims and declarations of moral rights or attribution with respect to your User Content.

Without prejudice to the above, please note that any images containing personal data shared with Microblink when using the Service will be securely stored and processed exclusively in accordance with Microblink's [Privacy Policy](#). Additionally, as Microblink aims to be transparent with its users, when an image containing personal data is shared with Microblink through the Service, such Service will inform you in advance that the images are going to be stored by Microblink and for which purposes such images shall be processed.

Following the above User Content license and rights and to the extent applicable, by using the Service you represent and warrant that:

- You own, or have the necessary licenses, rights, and/or consents to submit your User Content through the Service;
- Your User Content and the exercise of Microblink's rights as stated in these Terms do not and will not violate, misappropriate or infringe any intellectual property right or other rights of any third person, including but not limited to trademark rights, copyrights, moral rights and publicity rights of any third party, as well as that sharing of such User Content is in accordance with applicable laws; and
- You possess all rights necessary for the reproduction, distribution, transmission, public performance, public display, and other

exploitation of your User Content.

### **3.4. Copyright infringement**

Microblink technology is protected by copyright and Microblink adheres to all third-party copyrights. If you believe copyrighted work was uploaded to the Service without authorization, you may submit a copyright infringement notice via email to [legal@microblink.com](mailto:legal@microblink.com). Microblink will review all claims of copyright infringement received and remove User Content deemed to have been posted or distributed in violation of any such laws. When making a claim, please provide the following:

1. the name and contact information of the copyright owner or his/her representative making the claim ("Notifying Party");
2. signed confirmation by the Notifying Party that he/she is the copyright owner or the owner of a neighboring right or entitled to act on behalf of the owner of such right;
3. an itemization of the potentially infringing User Content and the relevant Service, preferably sufficiently detailed for said User Content to be located within the Service;
4. a statement that the Notifying Party has a good faith belief that the infringing material is not authorized by the copyright owner, the copyright owner's representative or permitted by law;
5. information showing the Notifying Party's unsuccessful request to the content provider regarding the removal of the potentially infringing User Content from the Service or the impossibility of identifying the content provider;
6. a signed statement that the information in the notice is accurate, and under penalty of perjury, that the Notifying Party is authorized to act on behalf of the copyright owner.

### **3.5. User Submissions**

You acknowledge and agree that all rights to the content of your questions, comments, suggestions, ideas, feedback, bug reports or other information provided by you regarding the Service ("Submissions") shall be assigned to Microblink and become exclusively Microblink's property. Microblink shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment of or compensation to you.

### **4. Additional costs**

You acknowledge that you continue to be subject to the terms and conditions of your service providers, including but not limited to your Internet or mobile service carrier or provider. You acknowledge that Microblink is not responsible for your carrier's fees, products and services, and that you are solely responsible for all costs incurred to access or use the Service through any Internet, wireless or other communication services, such as fees for data usage on an Internet service provider's or a wireless carrier's network. You are encouraged to check with your carrier to determine the fees that apply. You agree to resolve any problems with your carrier directly with the applicable party, without involving us.

### **5. Maintenance of Service, updates and upgrades**

Unless otherwise determined by a separate agreement between you and Microblink, Microblink is not obliged to maintain or support the Service, to provide all or any specific content through the Service, or to provide you with updates, upgrades or services related thereto. You acknowledge that Microblink may, from time to time, in its sole discretion, issue updates or upgrades to the Service, thereby temporarily or permanently disabling access to the Service, and automatically update or upgrade the version of any part of the Service (as applicable). You consent to such automatic updating or upgrading of the Service and agree that these Terms will apply to all updates or upgrades unless such an upgrade is accompanied by a separate agreement, in which case the terms of that agreement will precede these Terms. You acknowledge and agree that Microblink shall have no liability arising out of the unavailability of the Service.

### **6. Discontinuation and termination**

Unless otherwise determined by a separate agreement between you and Microblink, Microblink reserves the right to discontinue offering the Service or any part thereof without notice or liability.

Your right to the Service remains in effect until terminated by you or us, or, if applicable, expiry thereof. If applicable, you may terminate the Service at any time by removing all copies of the Service from your devices or applications; otherwise, cessation of use of the Service is sufficient for the termination. Furthermore, notwithstanding any contrary provisions of these Terms, Microblink may, in its sole discretion, suspend, remove, modify, impose limits on, disable or terminate your access to the Service at any time in its sole discretion without notice or liability. Please note that the Service will automatically terminate without notice from Microblink if you in any way breach the provisions of the Terms.

Upon discontinuation, expiry or termination of the Service (as applicable) or a part thereof, your access or use of the Service or a part thereof will be automatically terminated, without any liability of Microblink. Microblink shall not be obligated to provide refunds, if applicable, or other compensation in connection with discontinuation or termination of the Service. Discontinuation, expiry and termination of the Service for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) remain to be performed, (b) have expressly been established as surviving any such discontinuation, expiry or termination, or (c) by their nature could survive such discontinuation, expiry or termination. Upon discontinuation, expiry or termination of the Service in accordance with these Terms, you must cease use thereof and/or promptly delete and destroy all copies, full or partial, of the relevant products and/or services, as applicable.

## **7. Third-party material**

The Service may contain links to websites and content owned and/or operated by third parties, which are provided for informational purposes only. Microblink is not responsible for any such third-party websites or content and does not have control over any materials made available therein. By providing links to third-party websites or content, in no way does it imply Microblink's endorsement, advertising, or promotion of such websites or content made available therein.

By accessing third-party websites or content you acknowledge that Microblink bears no responsibility in relation thereto, nor assumes liability or responsibility to you or any other person for any third-party products, services, materials or websites. You are encouraged to familiarize yourself with the terms of service applicable to any third-party website or content you decide to access.

## **8. Intellectual property**

These Terms confer only the right to use the Service and do not convey any rights of ownership in or to the Service. All rights, title and interest, including without limitation any copyrights, patents, trade secrets and other intellectual property rights in the Service or content are prepared in or for the performance of Service, remain Microblink's sole property. Microblink reserves all rights not expressly granted to you in these Terms.

You acknowledge that the Service contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright and trade secrets, and that you will not use such proprietary content or information in any way whatsoever except for permitted use of the Service. No portion of the Service may be reproduced in any form or by any means.

## **9. Beta Services**

Periodically, Microblink might offer you beta Services free of charge. Provision of beta Services is intended for the purpose of evaluating the features of the Service. You acknowledge that the support for the use of beta Services may be limited or even unavailable. Microblink shall bear no responsibility nor liability for any harm or damages arising out of or in connection with a beta Service. Furthermore, please note that all provisions from these Terms, including the Warranties and Limitation of Liability apply to beta Service.

## **10. Privacy and security**

Your privacy and the protection of your personal data are very important to us. For a detailed description of how we collect and use your personal data, please see Microblink's [Privacy Policy](#) where you can familiarize yourself with the choices you can make in relation to your personal data. By using the Service, you acknowledge your awareness of your rights and obligations defined in Microblink's Privacy Policy and undertake to act in accordance with all applicable laws and regulations related to personal data and data security.

In addition to what is established by the Privacy Policy, you agree not to:

- Disrespect the privacy of other users;
- Engage in unauthorized collection of users' content or information, and/or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without authorization from Microblink;
- Reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, photograph, credit card number, ID number or any information that may otherwise be used to track, contact or impersonate another individual (and/or is prohibited by law to be collected and shared);
- Provide any false personal data or create a user account for anyone other than yourself without said person's permission.

In case the relevant product and/or service is intended to be used for the extraction of data relating to receipts or other records that commonly do not contain personal data, please note that Microblink does not anticipate obtaining any personal data through such product and/or service. In this case, sharing any personally identifiable information with Microblink through this product and/or service is not expected and Microblink explicitly excludes any and all liability for the Uploaded Content, including, but not limited to data related to identified or identifiable physical persons. If you or your end users have uploaded any content containing data related to identified or identifiable physical persons contrary to the applicable laws in your jurisdiction, please contact [privacy@microblink.com](mailto:privacy@microblink.com) immediately and all reasonable efforts shall be used to facilitate your compliance with the applicable laws.

## **11. Warranties**

PLEASE NOTE THAT YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MICROBLINK MAKES NO WARRANTY AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICE OR ANY CONTENT THEREIN, AS WELL AS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS. MICROBLINK MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

MICROBLINK IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE. MOREOVER, YOU ACKNOWLEDGE THAT MICROBLINK BEARS NO RESPONSIBILITY NOR HOLDS LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY MATERIAL OR USER CONTENT AND OTHER COMMUNICATIONS MAINTAINED IN THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED IN THE SERVICE OR FROM MICROBLINK'S REPRESENTATIVES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MICROBLINK DOES NOT OFFER ANY WARRANTIES WITH RESPECT TO THE RESULTS OBTAINED THROUGH THE SERVICE, INCLUDING FINAL END-USER IDENTIFICATION AND DOCUMENT VERIFICATION. YOU AGREE TO RELEASE MICROBLINK FROM ANY LIABILITY WITH REGARD THERETO.

## **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROBLINK AND MICROBLINK'S SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS, ACCRUED BUT WASTED EXPENDITURE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

1. YOUR ACCESS TO OR USE OF, AS WELL AS INABILITY TO ACCESS OR USE THE SERVICE;
2. CONDUCT OR CONTENT OF ANY THIRD-PARTY OR PERSON ON THE SERVICE;
3. ANY CONTENT AND/OR INFORMATION OBTAINED FROM THE SERVICE OR RELIANCE ON THE SERVICE OR ANY PART THEREOF; AND
4. UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL CONCEPT OR INSTRUMENT, REGARDLESS OF WHETHER MICROBLINK KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITATION TO THE FOREGOING, YOU AGREE THAT MICROBLINK'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES, IF ANY, PAID TO MICROBLINK FOR ACCESS TO AND USE OF THE SERVICE, AND IN ANY CASE, SHALL NOT EXCEED 1000 USD.

IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH CASE THE ABOVE LIMITATION OR EXCLUSION SHALL NOT APPLY TO YOU AND MICROBLINK'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS DIMINISHES OR SUPERSEDES YOUR RIGHTS AS A CONSUMER BASED ON MANDATORY PROVISIONS OF LAW.

### **13. Indemnity**

You agree to defend, indemnify and hold Microblink (and its subsidiaries, affiliates, partners, officers, directors, employees and agents) harmless from and against any third person's claims, demands, expenses (including attorneys' fees), losses or requests for damages resulting from or arising out of your breach of these Terms, or your violation of any applicable laws or third party's rights. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

### **14. Entire agreement**

These Terms, any applicable additional terms included in the Service, and any supplemental policies and terms related to the Service, including without limitation Microblink's [Privacy Policy](#), contain the entire understanding between you and Microblink and supersede all prior understandings of the parties hereto relating to the subject matter hereof, with the exception of a specific license agreement regarding the Service, concluded between you and Microblink (if any), in which case the terms of that agreement will precede these Terms.

### **15. Waiver and severability**

Microblink's failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held invalid or unenforceable by the competent court or tribunal for any reason, the remaining provisions of these Terms will remain in full force and effect.

### **16. Governing law and resolution of disputes**

The laws of England and Wales, without regard to or application of its conflict of law provisions, will govern these Terms. You confirm that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services, including the determination of the scope or applicability of this arbitration provision, but excluding legal action by Microblink to collect or recover damages for, or obtain any injunction relating to, intellectual property ownership or infringement, shall be settled solely by confidential binding arbitration in London, England and in accordance with the commercial arbitration rules of LCIA Rules. The number of arbitrators shall be one. The substantive law of England and Wales shall be applicable. The language to be used in the arbitral proceedings shall be English. You hereby consent to arbitration as described above and waive any objection as to an inconvenient forum. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST MICROBLINK ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **17. Assignment**

Microblink may assign or delegate these Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any such unauthorized assignment and delegation shall be ineffective.

### **18. Contact**

If you have any questions about these Terms, please contact Microblink at [legal@microblink.com](mailto:legal@microblink.com).

## SPECIFIC TERMS

- **Demo, mobile and web applications**

The subject Service entails complimentary applications containing Microblink products. Please note that said Service is made available to showcase the capabilities of Microblink technology and/or to share with Microblink the respective User Content, as applicable, and might not include all functionalities of Microblink products. You acknowledge and accept that the Service may not be available on all platforms or all wireless devices.

By downloading and using this Service, Microblink grants you a complimentary, limited, revocable, non-exclusive, non-transferable, non-sublicensable and worldwide right to download, install and use the respective Service on electronic devices owned or controlled by you, for your personal and non-commercial purposes and strictly in accordance with these Terms. Furthermore, you agree not to delete, obscure or alter any notice (including but not limited to any copyright or other proprietary rights notice) or link that appears in the Service or in any way modify, build on, adapt, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or otherwise commercialize the Service, nor are you allowed to authorize any third party to any of the actions above. As applicable, you acknowledge that certain data from the scanning results might be automatically anonymized due to country-specific laws and regulations. In such cases, you acknowledge and agree to be solely responsible for any de-anonymization of such data.

In case the Service collects personal data (as indicated in the applicable consent), upon each installation of the Service, you will be awarded a unique identifier for the respective Service. Such unique identifier(s) are highly pertinent as they enable you to exercise your right to request deletion of your personal data from Microblink's channels in accordance with the applicable data privacy laws. You can find your unique identifier when sending a deletion request directly from the Service. Please note that you are solely responsible for safeguarding your unique identifier(s). Once awarded, Microblink shall not have access thereto and shall bear no responsibility in case you lose your unique identifier(s) nor hold any liability for the damages that might derive therefrom.

- **Trial and pilot use of products and/or services**

a) Trial Service – Trial use of Microblink products and/or services as covered by these Terms is a time-limited, free of charge, use-limited, revocable, non-exclusive, non-transferable, non-sublicensable and worldwide right solely to test Microblink products and/or services available for trial use in order to evaluate them for potential purchase. Please note that the respective Service is available only for free trial non-commercial use of the products and/or services, unless you executed an appropriate agreement with Microblink to use the products and/or services in production. Trial Service shall terminate with the expiry of the trial keys enabling the use of the product/service, as indicated for each such key.

b) Pilot Service – The pilot use of Microblink products/or services is a one-time, time-limited right that allows the user to integrate, test and evaluate the respective Microblink products and/or services as a part of the user's application within the limited pilot license term and usage limitations as determined in the applicable quote issued by Microblink. You acknowledge that other pilot-specific terms may be regulated by the applicable quote and agree to adhere therewith. After the expiry of the pilot Service or reaching usage limitation, you acknowledge that the products and/or services will no longer be available and you agree to either destroy or cease the use of all copies of the respective Microblink products (as applicable) or execute an appropriate agreement for the continued use of Microblink products and/or services.

Regardless of whether the applicable Service is trial or pilot, please note that any part of the Service is licensed, not sold, to you. You acknowledge that Microblink and Microblink's licensors, if any, own all right, title and interest in and to the Service, including all intellectual property rights therein, and that Microblink retains ownership of all copies of the Microblink products even after their inclusion in your solution. You undertake not to delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings which may appear within the Service. Microblink reserves all rights in the Service not expressly granted to you in these Terms.

Additionally to the Service terms as defined above, you shall not:

1. copy, reproduce, modify, adapt, build on or create derivative works of the Service or a part thereof. Only a copy of mobile, in-browser SDK or web-based API with a validly generated license/API key is allowed pursuant to applicable terms



whether defined herein or in an applicable agreement between you and Microblink;

2. sell, rent, lease, distribute, transfer, sublicense, lend or otherwise assign any rights to, or any part of, the Service to any third party or otherwise commercially exploit the Service;
3. make the Service available to multiple users by any means, including without limitation by uploading the Service to a file-sharing service or other types of hosting service or by otherwise making the Service available over a network where it could be used by multiple devices at the same time;
4. disassemble, decompile, reverse engineer, or attempt to derive the source code of any part of the Service, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law. You agree to comply with any technical restrictions in the Service that allow you to use the Service only in certain ways;
5. access the Service in order to build a similar or competitive service;
6. scrape, build databases or otherwise create permanent copies of any content derived from the Service, or collect any data incorporated in the Service in any automated manner such as through the use of bots, spiders, crawlers or any other automated means;
7. exploit the Service in any unauthorized way whatsoever, including without limitation, by trespass or burdening network capacity; or
8. use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of Microblink or any other person.

- **Microblink website and its subdomains**

Some of the information published on the respective Service may contain projections or other forward-looking statements regarding future events or anticipated performance of Service or Microblink products and/or services. You can recognize such statements, among other, by:

- the use of words such as “believes,” “expects,” “anticipates,” “estimates” or words of similar meaning;
- their specific denomination as forward-looking; or
- their content encompassing a description of Microblink’s plans, objectives or goals for future products or operations.

You acknowledge these statements are only predictions and that factors out of Microblink’s control could cause actual results to differ materially, including economic, competitive, governmental and technological influences affecting Microblink’s operations, markets, products and services. Microblink does not assume any obligation to update forward-looking statements once made in order to reflect events that occur or circumstances that exist after the date on which said statements were made. By accessing Microblink website and its subdomains, you acknowledge your awareness of your rights and obligations defined in Microblink’s [Privacy Policy](#) and undertake to act in accordance with all applicable laws and regulations related to personal data and data security.