

aIDentix Terms of Service for End Users

By clicking “Agreed,” “Begin Verifying,” “Start Verifying” or similar actions, or by using the aIDentix Services, you agree to enter a legally binding contract with aIDentix (the “Service Provider”) for the purpose of using the aIDentix digital identity verification and KYC service (the “Service”). If you do not agree to these Terms, do not click “Agreed” (or similar), and do not access or otherwise use any of our Services.

I. General Terms

If you proceed (by clicking “Agreed” or similar, or by using the Services), you acknowledge that you have read, understood, and agree to be bound by all the terms of these Terms of Service, as well as the policies referenced herein, including but not limited to [Privacy Policy](#) and [Consent to the Processing of Biometric Data and Automated Decision-Making during Digital Identification via aIDentix](#).

These Terms of Service apply to the identity verification and KYC services provided by “aIDentix” Ltd., a Bulgarian company registered in the Commercial Register at the Registry Agency under UIC 204788710, with mailing address: 5A Baku str, floor 6, 1700 Sofia, Bulgaria, email: office@aidentix.com (“aIDentix”, “Service Provider”, “we,” “us,” or “our”) to you, the individual or organization (“End User” or “Customer”) entering into this contract for the use of these Services.

II. Our Service

Introduction to the Service

1. aIDentix provides users with a method to remotely verify their identities. You are receiving this Service because a Corporate Client (‘Client’) has requested identity verification services from aIDentix. aIDentix acts as a Data Controller and determines the purposes and means of processing your personal data for this verification.
2. The Client has engaged aIDentix to perform identity verification services for the purpose of digital identification, and you, as the End User, are participating in this process on behalf of the Client.

Identity Verification Process

3. aIDentix will verify your identity through a process called **digital identity verification**.
4. As part of the identity verification process, aIDentix may request certain information from you, including but not limited to:

- Your name
 - Date of birth
 - Government ID number (such as passport, ID card, or similar)
 - Other personal information as outlined in our [Privacy Policy](#)
5. aiDentix may also collect data from your identity document using an **NFC (Near Field Communication) chip**. The NFC chip contains personal information encoded on it, which will be “read” by the aiDentix Service as part of the verification process.

Authorization to Use Information

6. By providing aiDentix with your personal information, including biometric information (such as facial images or video for liveness detection), you agree and authorize aiDentix to:
- Use this information to verify your identity.
 - Share this information with third-party service providers who assist in the identity verification process.

Sharing of Information with Corporate Clients

7. Once the digital identification process is complete—whether approved, rejected, or cancelled - aiDentix may share verification results, including your personal data, with the Corporate Client that requested the verification. The Corporate Client is responsible for its own processing of this data, in compliance with its privacy policies and applicable laws.
8. The Corporate Client may use this information for its own purposes, in compliance with its privacy policies and applicable laws. **We recommend that you review the privacy policy of the Corporate Client to understand how they will process your data.**

Wireless Carrier Authorization

9. By using our Service, you authorize your wireless carrier to disclose information about your wireless account and device to aiDentix or its service provider.
10. This information is used exclusively to assist in identifying you or your device, and to prevent fraudulent activity during the identity verification process.

Data Privacy and Protection

11. aiDentix processes and protects your personal data in accordance with its [Privacy Policy](#).
12. For further details on how your personal data is shared with the Corporate Client or third-party service providers, please refer to our [Privacy Policy](#).

Use of Collected Data for Verification Against Official Databases

13. **Automatic Comparison with Official Data Controllers:** Where technically feasible, aIDentix may automatically compare the personal and biometric data provided during the identity verification process against data held by official data controllers in the country, such as the authority that issued the personal identification document (e.g., passport, ID card, or other government-issued document).
14. **Purpose of Comparison:** The purpose of this automatic comparison is to enhance the accuracy and reliability of the identity verification process, and to verify the authenticity of the submitted identity document and personal information.
15. **Scope of Data Used for Comparison:** The data that may be used for automatic comparison includes, but is not limited to:
 - Personal data (e.g., full name, date of birth, nationality, and document number)
 - Biometric data (e.g., facial geometry extracted from the selfie or video provided)
16. **Authority Access and Compliance:** This process will only be undertaken in accordance with applicable laws and regulations, and when aIDentix is permitted to access such primary data controllers or government databases.

III. Fees

17. aIDentix does not charge you, the End User, any fees for the use of the identity verification Service.
18. The Corporate Client that has contracted with aIDentix for the digital identification services is responsible for any applicable fees as per their agreement with aIDentix.

IV. Data Controller and Data Processing

19. aIDentix acts as a Data Controller when providing identity verification services. This means we determine the purposes and means of processing your personal data in accordance with applicable data protection laws, including the GDPR. In some cases, we may share your personal data with the Corporate Client that requested the verification, but aIDentix remains responsible for its own processing decisions.
20. aIDentix processes and collects your personal data solely for the purpose of providing the digital identity verification service requested by the Corporate Client.
21. By using the Services, you consent to the collection, processing, and sharing of your personal information as described in aIDentix's [Privacy Policy](#). This includes sharing your data with the Corporate Client that requested the verification and any third-party service providers assisting in the process.

22. aIDentix will process your personal data in compliance with applicable privacy laws and will only share your data with authorized parties as outlined in the [Privacy Policy](#).
23. As a Data Controller, aIDentix is responsible for responding to requests regarding your personal data, including access, correction, deletion, or objection to processing. If you wish to exercise your rights under GDPR, please contact us at privacy@aidentix.com. If your request concerns data processed by the Corporate Client, you should direct your request to them.

V. Representations and Warranties

By agreeing to this contract and using the aIDentix identity verification services, you represent and warrant (promise) that you:

24. **Authority to Instruct:** Allow aIDentix to act on instructions we receive from you or the Corporate Client that has requested your identity verification.
25. **Identity Confirmation:** Are the individual identified in the government identification documents that you provide through the Service.
26. **Accuracy of Information:** Have the right to provide any information you share with aIDentix in connection with the Service, and that all information you provide is accurate, truthful, and up-to-date.
27. **Age Requirement:** Are at least 18 years old. Access to or use of the Service by anyone under 18 years of age is expressly prohibited. By accessing or using the Service, you represent and warrant that you are 18 years of age or older.
28. **Legal Compliance:** Will comply with all applicable local, national, and international laws, regulations, treaties, and conventions that relate to your use of the aIDentix Service, including but not limited to data privacy laws and identity verification regulations.

VI. Restrictions

By agreeing to this contract, you promise that you will NOT use the aIDentix Service for any purpose that is not authorized by aIDentix, including commercial, competitive, or unlawful purposes. In particular, you must NOT:

29. **False Identity Claims:** Falsely claim to be someone else (except where you are establishing identity on behalf of another person with their explicit and lawful authority).
30. **Misrepresentation of Association:** Falsely claim that you are associated with any person, company, or organization that you are not lawfully affiliated with.
31. **Unauthorized Information Collection:** Collect information about aIDentix or its Service without aIDentix's written consent.

32. **Service Modification:** Modify, frame, render (or re-render), mirror, truncate, inject, filter, or otherwise alter or change any content or information contained in the Service without alDentix's written consent.
33. **Automated Tools:** Use any automated tools or techniques, including deep-linking, page-scraping, robots, crawlers, indexing, spiders, click-spamming, macro programs, Internet agents, or other algorithms or methodologies to:
- Use, access, or copy the Service.
 - Acquire or collect information from the Service.
 - Generate impressions or clicks.
 - Input or store information.
 - Search, generate searches, or monitor the Service or any portion thereof.
34. **Circumvent Security Measures:** Attempt to circumvent any security measures implemented by alDentix that are aimed at preventing violations of these Terms of Service or unauthorized use of the Service.

VII. Wireless Operator Authorization

35. To assist alDentix in meeting business operational needs and to perform certain services and functions, you authorize your wireless carrier to use or disclose information about your wireless account and your wireless device, if available, to alDentix or its service providers.
36. This information will only be used for the duration of your business relationship with alDentix and solely to assist in identifying you or your wireless device and to prevent fraudulent activities.
37. Please refer to our [Privacy Policy](#) for details on how alDentix handles and protects your personal data.

VIII. Changes to Terms of Service

38. alDentix reserves the right to modify these Terms of Service or its policies related to the Services from time to time.
39. You are encouraged to periodically visit this page to review the most current version of the Terms of Service, as they are binding on you.
40. If alDentix makes material changes to these Terms of Service, alDentix will provide you with notice of such changes.

41. If you object to any changes, you have the right to terminate your contract with aIDentix. Your continued use of the Services after any changes become effective will constitute your acceptance of the revised Terms of Service.

IX. Suspension or Termination of Services

42. **Service Suspension:** aIDentix reserves the right to suspend the Services at any time. We may suspend the Services for reasons including but not limited to:

- To deal with technical issues or make minor technical updates.
- To update the Services to comply with changes in relevant laws and regulatory requirements.
- To make changes or improvements to the Services.
- If we suspect fraud or potential harm to you, aIDentix, or other users of our Service.

43. **Service Termination:** aIDentix may terminate our contract with you for the Services under the following circumstances:

- If we are unable to update the Services to reflect changes in relevant laws and regulatory requirements.
- If we suspect fraud or potential harm to you, aIDentix, or other users of our Service at any time.
- If we reasonably believe you have violated these Terms of Service.
- If aIDentix elects to no longer provide the Services.

44. In the event of suspension or termination, you will be notified, and any obligations regarding data protection and privacy as outlined in our **Privacy Policy** will continue to apply.

X. Liability

45. **Limitation of Liability:** To the maximum extent permitted by law, aIDentix and its affiliates, officers, employees, agents, service providers, or licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, business, goodwill, data, or other intangible losses, arising out of or related to:

- Your use of or inability to use the Services.
- Any errors, mistakes, or inaccuracies in the identity verification process.
- Unauthorized access to or alteration of your personal data.

- Any interruption or cessation of transmission to or from the Services.
 - Any bugs, viruses, trojan horses, or similar that may be transmitted to or through the Services by any third party.
 - Any third-party conduct, content, or failure to comply with their obligations.
46. **Maximum Aggregate Liability:** In no event shall the total aggregate liability of aIDentix for all claims arising out of or related to these Terms, the use of the Services, or the performance of aIDentix, exceed **fifty euros (€50)**, regardless of the amount of fees paid by the Corporate Client to aIDentix for the Services.
47. **Exclusion of Certain Warranties:** The aIDentix Services are provided on an “as is” and “as available” basis without warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from a course of dealing or usage of trade.
48. **No Liability for Third Parties:** aIDentix shall not be liable for the actions, content, or services provided by third parties, including but not limited to Corporate Clients, service providers, and data processors assisting with identity verification.
49. **Indemnification:** You agree to indemnify, defend, and hold harmless aIDentix, its affiliates, and its respective directors, officers, employees, and agents from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or related to:
- Your breach of these Terms of Service.
 - Your use of the Services.
 - Any violation of applicable laws or regulations in connection with your use of the Services.
 - Any unauthorized use or access of the Services by you or any third party using your credentials.
50. **No Liability for Force Majeure Events:** aIDentix will not be held liable for any delay or failure in the performance of the Services due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, natural disasters, interruptions in telecommunications, failure of internet service providers, or other events of force majeure.
51. **Limitation of Actions:** You agree that any claim or cause of action arising out of or related to the use of the Services or these Terms of Service must be filed within three (3) months after the event giving rise to such claim or cause of action occurred, otherwise such claim or cause of action will be forever barred.

XI. Jurisdiction

52. **Governing Law:** These Terms of Service, as well as any disputes, claims, or controversies arising out of or relating to the use of the Services or the interpretation, performance, or breach of these Terms, shall be governed by and construed in accordance with the laws of Bulgaria, without regard to its conflict of law principles.
53. **Exclusive Jurisdiction and Venue:** Any legal action or proceeding arising out of or relating to these Terms of Service shall be brought exclusively in the competent courts in Sofia, Bulgaria, and both parties consent to the personal jurisdiction and venue of such courts.
54. **Waiver of Jurisdictional Objections:** By agreeing to these Terms of Service, you waive any objection to the exercise of jurisdiction by the courts of Sofia, Bulgaria and agree not to claim that such forum is inconvenient or otherwise inappropriate.
55. **Compliance with Local Laws:** You agree to comply with all applicable local, national, and international laws and regulations related to the use of the Services. It is your responsibility to ensure that your use of the Services complies with the laws and regulations applicable in your jurisdiction.

XII. Entire Agreement and Miscellaneous Provisions

56. **Entire Agreement:** These Terms of Service constitute the entire agreement between you and aIDentix regarding the use of the Services. This agreement supersedes all prior agreements, understandings, or communications between us, including any conflicting or additional communications made before you agreed to these Terms.
57. **Override of Terms:** Specific legal notices or terms that are expressly designated and located on particular pages of the aIDentix website may override certain provisions of these Terms of Service. Your continued use of the aIDentix Service after any changes are posted constitutes your consent to such changes. If you object to any changes, you have the right to terminate your contract with us by notifying us.
58. **Severability:** If any provision of these Terms of Service is found to be invalid or unenforceable by a court of competent jurisdiction, you and aIDentix agree that the court should modify or interpret that provision to make it enforceable while still preserving the intent of the original provision as much as possible. The remaining provisions will continue in full force and effect.
59. **No Relationship:** No joint venture, partnership, employment, or agency relationship exists between you and aIDentix as a result of these Terms of Service.
60. **Assignment:** You may not assign or transfer these Terms of Service to anyone without prior written consent from aIDentix. Any attempt to assign or transfer these Terms without such consent will be considered void and unenforceable.

61. **Non-Waiver:** If either you or aIDentix fails to enforce any right or provision under these Terms of Service, it does not mean that the right to enforce such terms has been waived unless expressly acknowledged in writing by the party waiving the right.
62. **Reservation of Rights:** All rights not expressly granted in these Terms are reserved by both you and aIDentix.
63. **Written form:** The requirement for written form shall be deemed fulfilled by sending an email, SMS, WhatsApp message, Viber message, or by pressing a virtual button or ticking a box (checkbox) in the Application, provided that the statement is technically recorded in a manner that allows it to be reproduced.