About INSIFR B.V.

INSIFR B.V. ("INSIFR") is a company engaged in facilitating access to financial services, including but not limited to payment accounts, payment cards, and other related financial products, for businesses and entrepreneurs. The company provides a software-based solution designed to enable Customers to efficiently and cost-effectively open personal and/or business payment accounts.

These Terms of Use govern the Customer's use of the services provided by INSIFR, including all content, functionalities, and supplementary services offered. Additional details can be found on INSIFR's official website: insifr.com.

By using INSIFR's services, the Customer agrees to be bound by these Terms of Use, including any relevant appendices (collectively referred to as the "Terms"). These Terms apply to all services delivered by INSIFR.

In addition to these Terms, the general terms and conditions of third-party service providers – such as online and mobile payment service providers, and financial institutions – shall also apply, as further outlined in Clause 2. This specifically includes the applicable terms of TransactPay, available on their website.

Within these Terms, INSIFR and the Customer may each be referred to as a "Party" and collectively as the "Parties."

1. Definitions and schedules

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

(User) account: A secure, personal online environment created by the Customer, necessary for accessing and using the Services. The Account is accessible via the Website using the Customer's email address and password.

Agreement: The contractual relationship established between the Customer and INSIFR, consisting of these Terms and all associated annexes, including the Subscription.

Contract term: The full duration during which the Customer is entitled to access and utilize the Services under the Agreement.

Customer: A natural or legal person, domiciled or registered in a Member State of the European Economic Area (EEA), acting in the course of business or profession, registered with the Dutch Chamber of Commerce, who either enters into an Agreement with INSIFR or to whom INSIFR extends an offer relating to the Services, to be used strictly for commercial purposes.

Data: All forms of information, content, and materials that are collected, generated, uploaded, or otherwise created by the Customer through their use of the Services.

Documentation: Instructional or informational materials provided by INSIFR – either via the Website or through other channels – containing descriptions, specifications, or usage guidelines concerning the Services.

Effective date: The commencement date of the Agreement, as specified on the Subscription Page.

Exit: The termination or conclusion of the Agreement between INSIFR and the Customer.

Fees: The costs associated with the Services as agreed between the Parties. The applicable Fees are specified on the Website.

Force majeure event: Any event or circumstance beyond the reasonable control of a Party, including but not limited to:

(i)   conditions affecting INSIFR or its third-party suppliers,
(ii)   non-performance by third parties engaged at the Customer's request,
(iii)   defects or failures in hardware, software, or services provided by third parties,
(iv)   governmental interventions,
(v)   utility disruptions,
(vi)   failures in internet or telecommunications infrastructure, and
(vii) cyber incidents, criminal acts, sabotage, armed conflict, or terrorism.

INSIFR: INSIFR B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid), incorporated under Dutch law, with its registered office located at Tijnmuiden 79, 1046 AK Amsterdam, the Netherlands and is registered with the Dutch Trade Register under number 96888431.

KYC procedure: The legally required identity verification process conducted either by INSIFR or an authorized third-party provider. Completion of this procedure, to the satisfaction of INSIFR or such third party, is necessary before the Customer can access the Services.

Personal data: Information that relates to an identified or identifiable individual, including but not limited to names, contact details, and account-related information, as defined under the General Data Protection Regulation (GDPR).

Services: The software-based solution provided by INSIFR that allows Customers to:

(i)   open electronic money or payment accounts with relevant institutions,
(ii)   use physical, digital, or virtual payment cards issued by those institutions, and
(iii)   access other related financial services as offered by TransactPay or agreed upon under a Subscription.

Set-up services: Implementation services provided by INSIFR to configure the Services for the Customer, which may include support in uploading Data, customizing the interface, and setting up User Accounts.

Subscription: The service package acquired by the Customer, as specified in detail on the Subscription Page.

Subscription page: A section within the Account that provides an overview of the subscribed Services, applicable fees, and any additional conditions agreed between the Parties.

Subscription period: The duration of the Subscription starts on the subscription date as specified on the Subscription Page and continues either indefinitely or for a fixed term, as agreed by the Parties. Termination rights are governed by the Terms.

Third-party software: Software components included within the Services that are developed or licensed by third parties, including open-source software. Details are available from INSIFR upon request.

TransactPay: Refers to Transact Payments Malta Limited, a licensed institution regulated by the Malta Financial Services Authority (MFSA), authorized to provide payment and electronic money services within Malta and the EEA. Registered office: Vault 14, Level 2, Valletta Waterfront, Floriana, Malta, FRN 1914. Company No.: C 91879.

VAT: Value Added Tax or any comparable tax levied under applicable law.

Additional defined terms – distinguished by capitalized initial letters – may also be introduced throughout these Terms.

2. Formation of the agreement

These Terms govern the legal relationship between INSIFR and the Customer, including their Account and any use or attempted use of the Services. By accessing or using the Services, or attempting to do so, the Customer confirms that they have read, understood, and agreed to be bound by these Terms.

INSIFR does not itself provide regulated payment services or electronic money services as defined under the Dutch Financial Supervision Act (Wet op het financieel toezicht). Where such services are part of the Customer's Account, they are offered by Transact Payments Malta Limited ("TransactPay").

By registering for and using the Services, the Customer acknowledges that the Account is provided through TransactPay and that its use is subject to TransactPay's applicable policies, including but not limited to the Consumer Duty Policy, Anti-Money Laundering (AML) Policy, and Vulnerable Customer Policy. The Customer is required to read and accept these policies prior to using the Services. Use of the Services constitutes explicit consent to these Terms and to TransactPay's applicable policies.

To gain access to the Services, the Customer must first complete the onboarding process. Until this process is successfully completed, the Customer will not be granted access to the Services. As part of the onboarding, the Customer must provide INSIFR with the required information necessary to perform the Know Your Customer (KYC) Procedure.

Additional resources such as guidelines, explanations, and FAQs related to the Services may be made available on the Website and are subject to periodic updates. These materials are provided for informational purposes only and do not create any legal obligations or rights for Customers or third parties. Such resources do not form a binding part of the contractual relationship between INSIFR and any Customer or third party.

3. Set-up

Following the Effective Date, INSIFR shall, upon request from the Customer, carry out the necessary Set-Up Services in collaboration with the Customer and any third-party service providers involved, to prepare the Services for use.

If the Customer does not request Set-Up Services, the Customer remains fully responsible for independently designing, configuring, parameterizing, and optimizing the Services, as well as converting and uploading Data and, where applicable, adapting the relevant hardware and user environment.

4. Offers and quotations

Any offers or quotations issued by INSIFR are non-binding, unless explicitly agreed otherwise in writing, and apply exclusively to the Services described therein.

INSIFR is entitled to rely on the accuracy and completeness of all information provided by the Customer during the preparation of the offer or quotation. If it becomes apparent that the information provided is incorrect or incomplete, or if additional information is submitted, INSIFR reserves the right to revise the contents or conditions of the offer accordingly.

5. Prices, payment, and collection charges

The Customer is required to pay INSIFR the fees specified on the Subscription Page and in the applicable Annex(es), including any updates thereof, in exchange for access to and use of the Services (the "Fees").

The applicable Fees for use of the Services, or any component thereof, will be listed on the Website and/or the Subscription Page.

Following the issuance of the initial invoice, the Customer authorizes INSIFR to collect the applicable Fees on a monthly basis by means of direct debit from the Customer's payment account held with TransactPay, or by any alternative payment method made available by INSIFR. This authorization permits INSIFR to automatically deduct the amounts due, including Fees and any other agreed charges.

All invoices will be issued by INSIFR and delivered to the Customer's email address and/or made accessible through the Account.

In the event that the Customer fails to make timely payment, INSIFR reserves the right to impose restrictions on the Account, which may include limiting functionality such as sending payments, issuing new cards, or generating invoices, until outstanding amounts have been paid in full. Continued failure to settle outstanding payments may lead to suspension of the Services and termination of the Agreement. Prior to termination, the Customer will be notified by INSIFR.

INSIFR retains the right to offset any amounts owed by the Customer against any payments or credits due to the Customer under this Agreement or any other agreement with INSIFR. This right of setoff is exclusive to INSIFR and does not apply in reverse to the Customer.

Any payment obligation becomes immediately due in the event that the Customer:

(i)   is declared bankrupt,
(ii)   files for suspension of payments,
(iii)   has a significant portion of its assets seized, or
(iv)   is liquidated and/or dissolved.

All monetary amounts are denominated in euros and are exclusive of VAT and any other applicable taxes or levies, unless expressly stated otherwise.

Invoices must be paid within fourteen (14) calendar days of the invoice date, unless otherwise agreed in writing.

INSIFR reserves the right to:

(i)   unilaterally adjust the applicable prices and rates by providing written notice to the Customer with a notice period of one (1) month. In the event of a price increase, the Customer has the right to terminate the Agreement in writing within thirty (30) calendar days of receiving the notification, with termination taking effect as of the date the new prices or rates would otherwise come into force, and

(ii)   modify the content or scope of the Services during the Contract Term. INSIFR also reserves the right to apply an annual adjustment of the Fees based on the Services Producer Price Index (SPPI) for the European Union, as published by Eurostat (https://ec.europa.eu/eurostat). The adjustment will be calculated by comparing the SPPI for the current year to that of the previous year. Any adjustments based on the SPPI will be communicated to the Customer in writing at least thirty (30) days prior to taking effect. For the avoidance of doubt, the termination right under Clause 5.7(a) in the case of a general price increase does not apply to adjustments resulting from SPPI indexation.

6. Account obligations

The Customer is fully responsible for ensuring that all information provided to INSIFR or to third-party service providers during registration and thereafter is accurate, complete, and up to date. INSIFR and its third-party providers may fully rely on any information submitted by the Customer.

The Customer is solely responsible for its own hardware, infrastructure, and any auxiliary software. The Customer shall ensure that all such software is properly installed, configured, parameterized, and maintained on its hardware. Furthermore, the Customer must take adequate measures to ensure that any equipment used to access the Services – such as computers, laptops, tablets, or smartphones – Is secure and free from viruses or other malicious software.

The Customer bears the risk associated with selecting the Services to be provided by INSIFR.

The Customer shall ensure that all employees and/or auxiliary personnel involved in the execution of the Agreement possess the necessary knowledge and expertise to use the Services correctly.

The Customer is responsible for the management, configuration, oversight, and control of the use and implementation of the Services provided by INSIFR.

INSIFR delivers Services based on the Customer's instructions. The Customer may only use the Services for internal business purposes and solely for the intended use as described in the Agreement.

The Customer agrees not to use the Services for any purpose prohibited by these Terms or by applicable law. The Customer is responsible for all activity conducted under its Account. Specifically, the Customer shall not (and shall not permit any third party to):

(i)   infringe any intellectual property rights (including patents, trademarks, copyrights, trade   secrets, or database rights), rights of privacy, or contractual obligations of any third party (including INSIFR),

(ii)   knowingly provide or distribute false, misleading, or inaccurate information,

(iii)   submit or distribute any content that is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of privacy, tortious, obscene, vulgar, pornographic, offensive, or otherwise objectionable, including content that promotes hatred, discrimination, or violence,

(iv)   engage in the transmission of unauthorized commercial messages or solicitations ("spam"),

(v)   engage in any commercial activity or sales without INSIFR's prior written approval, unless explicitly allowed (such as via an invitation link),

(vi)   distribute or introduce viruses, worms, malware, or any other code, file, or program designed to damage, disable, limit, or interfere with the proper function of any system, data, or software,

(vii)   impersonate any person or entity, including any INSIFR employee or representative, and

(viii) share or upload identification documents or sensitive financial information of others.

Additionally, the Customer shall not:

(i)   use the Services in any way that compromises the integrity or availability of INSIFR's systems,

(ii)   resell or redistribute the Services or any part thereof,

(iii)   send unsolicited messages to INSIFR or any third party,

(iv)	place unreasonable or disproportionate demand on INSIFR's (or its third-party providers') infrastructure,
(v)	interfere with or attempt to interfere with the proper functioning of the Services,
(vi)	bypass any security measures employed by INSIFR to restrict access to the Services (or any systems connected to the Services),
(vii)	use automated or manual software tools to "crawl," "scrape," or otherwise extract content from any part of the Services,
(viii)	modify, reproduce, republish, translate, sell, license, adapt, distribute, or exploit the Services or any content therein, and
(ix)	engage in any activity that violates these Terms.

To the extent permitted by law, the Customer shall indemnify and hold INSIFR harmless from any third-party claims (including settlement costs and reasonable legal fees) resulting from use of the Services in violation of these Terms, applicable laws, or otherwise unlawful behavior.

If INSIFR determines that the Customer has breached these Terms, it reserves the right to suspend or terminate the Account and related Services at any time and delete associated data.

INSIFR may take any measures it reasonably deems necessary to prevent misuse of the Services by the Customer.

INSIFR reserves the right to continue delivering the Services using updated or modified software.

INSIFR is under no obligation to maintain, alter, or introduce specific functionalities or features for the benefit of the Customer.

7. Additional work

If INSIFR, at the request of the Customer or following the Customer's prior written consent, performs any work or delivers services outside the agreed scope of the Services, INSIFR shall be entitled to charge the Customer for such work based on the rates agreed between the Parties. In the absence of such an agreement, INSIFR's standard applicable rates shall apply.

The Customer acknowledges that modifications and additional work may result in extended timelines and revised delivery dates. Any new timelines or delivery dates communicated by INSIFR shall supersede previously agreed schedules and deadlines.

If a fixed price was agreed for the relevant Services, INSIFR shall, upon the Customer's request, provide a written and reasonably detailed overview of the financial consequences of the additional work or services described in this clause.

8. Intellectual property

INSIFR or its licensors hold all rights, title, and interest in and to the intellectual property related to the Services, including any Customer-specific customizations or additions, and the associated source code and object code. These intellectual property rights include, but are not limited to, patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, proprietary rights, and processes ("Intellectual Property Rights"). Nothing in this Agreement shall be construed as assigning or granting any Intellectual Property Rights to the Customer.

The Customer is permitted to use INSIFR's Services and associated logos for promotional purposes, provided that such use does not create confusion regarding the Customer's relationship with INSIFR. INSIFR reserves the right to issue reasonable instructions regarding proper promotional use, which the Customer must comply with. For clarity, this provision does not grant the Customer permission to use any third-party services or logos for promotional purposes.

The Customer shall not reproduce, resell, or distribute the Services or any Data generated by the Services for any purpose unless expressly permitted in a separate written agreement with INSIFR.

The Customer hereby grants INSIFR a non-exclusive, non-transferable license to display the Customer's trademarks and/or logos on the INSIFR website and use them for reference and recognition purposes.

The Customer warrants that no third-party rights prevent the provision of Data, software, materials, designs, and/or other works to INSIFR for purposes of use, maintenance, processing, installation, or integration, and that the Customer holds the necessary licenses to do so. The Customer shall indemnify and hold INSIFR harmless from any third-party claims alleging that such provision or INSIFR's use infringes upon any third-party rights.

The Customer understands that, in compliance with applicable law, INSIFR may use Data generated through the Services for analytical, statistical, benchmarking, and security purposes.

9. Duration and termination

Notwithstanding any provisions to the contrary in this Agreement or on the Subscription Page, either Party may terminate the Agreement at any time by providing one (1) month's written notice to the other Party.

The Customer may at any time choose a fixed Subscription Period by selecting this option on the Subscription Page. Such fixed period will automatically renew for successive one-year terms. In that case, either Party may prevent renewal by giving written notice of non-renewal at least one (1) month prior to the end of the then-current period. Upon such notice, the Agreement may revert to an indefinite term unless expressly terminated by either Party.

The Agreement shall terminate with immediate effect, and without the need for a notice of default, in the event that:

      (i)   the other Party is granted a suspension of payments, whether provisional or not;
      (ii)   a bankruptcy petition is filed by or against the other Party; or
      (iii)   the other Party is liquidated or dissolved, except for restructuring purposes.

INSIFR may also terminate the Agreement, in whole or in part, by written notice and with immediate effect, without prior notice of default, in the event of a direct or indirect change in control over the Customer. In such cases, INSIFR is never required to refund any amounts already received or to pay compensation of any kind.

If the Customer is declared bankrupt with final effect, the right to use the Services shall immediately lapse, without requiring action by INSIFR to revoke access. In such cases, the Exit provisions of this Agreement with respect to Data shall apply.

Upon termination of the Agreement, the Customer must immediately cease all use of the Services.

10. Availability and maintenance; disclaimer warranties

INSIFR shall make commercially reasonable efforts to ensure that the Services are available as much as possible. However, INSIFR makes no guarantees regarding the availability, continuity, functionality, or usability of the Services, except as explicitly set forth in these Terms. The Customer acknowledges that the Services are delivered via internet and mobile networks and that the quality and availability thereof may be affected by circumstances beyond INSIFR's reasonable control, including Force Majeure events.

INSIFR shall use commercially reasonable efforts to enhance the functionality of the Services, including through updates and bug fixes. If maintenance or modifications may affect the availability of the Services, INSIFR shall make reasonable efforts to carry out such work during periods of relatively low usage. INSIFR will make efforts to consult the Customer in advance of such changes, but the final decision lies solely with INSIFR.

If the Services, or any component thereof, has been developed at the request of the Customer, INSIFR may charge the Customer for any costs incurred in resolving errors, based on INSIFR's applicable rates.

INSIFR does not guarantee that the Services will be updated in line with changes in applicable legislation and regulations.

To the fullest extent permitted by law, INSIFR disclaims all implied warranties relating to the Services. The Services are provided in the condition they are in (*"as is"*) and as made available at the time of use (*"as available"*) without any warranties of any kind. INSIFR does not guarantee that the Services are free of errors or will operate without interruption. Furthermore, INSIFR disclaims any implied warranties that the Services will meet the Customer's expectations.

INSIFR shall continue to make commercially reasonable efforts to enhance the functionality of the Services, including through updates and improvements. Where maintenance or changes may impact availability, INSIFR will strive to schedule such work during off-peak usage hours.

11. Backups

INSIFR will make commercially reasonable efforts to maintain regular backups of the Data processed through the Services. However, INSIFR accepts no liability for any loss, alteration, destruction, damage, or recovery of the Customer's Data.

12. Third-party software

The Services may include third-party software, including open-source software, which may be subject to specific notices and/or additional terms and conditions. Where required (e.g., via the INSIFR website), these conditions will be made known to the Customer. By accepting this Agreement, the Customer also agrees to such additional terms, where applicable. The following applies:

(i)   the terms applicable to third-party software are those specified by the relevant third-party provider, and the software is provided in accordance with the licensing terms of the relevant rights holder; the Customer acknowledges that these terms may include open-source or Creative Commons licenses,

(ii)   third-party software may contain limitations, both known and unknown (including defects or functional limitations), and

(iii)   INSIFR makes no warranties whatsoever regarding third-party software or its licensing terms.

INSIFR indemnifies the Customer against any claim or legal action brought against the Customer to the extent that such a claim alleges that the Customer's use of the Services, in accordance with this Agreement, infringes a third party's intellectual property rights ("IP Claim"). This indemnity is subject to the Customer:

(i)   promptly notifying INSIFR in writing of the IP Claim,

(ii)   not admitting any liability or otherwise compromising or settling the IP Claim without INSIFR's prior written consent, and

(iii)   granting INSIFR full authority and access to all necessary information to manage and/or settle the IP Claim and any related proceedings.

13. Privacy

By providing the Services to the Customer, INSIFR processes the Customer's personal data. For more information about how INSIFR handles personal data, please refer to the Privacy Notice on INSIFR.com. When using the Services, INSIFR may collect certain Personal Data from the Customer. The Privacy Notice informs Customers about what Personal Data is collected and the purposes for which it is used.

14. Subcontracting

INSIFR reserves the right to engage third parties to deliver (parts of) the Services or other services provided by INSIFR ("Subcontractors").

15. Security

INSIFR maintains a security program, including a set of written security policies and procedures, which may be updated by INSIFR from time to time to ensure an appropriate level of security is maintained.

16. Exit

Upon termination of the Agreement, INSIFR shall, upon the Customer's reasonable request, provide access to available Customer Data for a period of three (3) months. If such a request is made within that timeframe, INSIFR will supply a copy of the relevant data in a machine-readable format. After the expiration of this three-month period, the Customer's data will no longer be available, unless otherwise required by applicable law.

17. Confidentiality

Both INSIFR and the Customer shall treat all information exchanged in the context of this Agreement and any related negotiations as strictly confidential and shall prevent its disclosure to third parties (except as required for the provision of Third-Party Services). Confidential Information includes, but is not limited to:

(i)   the contents of the Agreement,
(ii)   information relating to the Services, and
(iii)   all financial, commercial, and operational information made available by INSIFR to the Customer.

Confidential Information does not include information that:

(i)   is or becomes publicly available through no act or omission of the receiving party,
(ii)   was lawfully in the possession of the receiving party before disclosure,
(iii)   was lawfully disclosed to the receiving party by a third party not subject to a confidentiality obligation, or
(iv)   must be disclosed pursuant to applicable law, a binding court order, or a decision of a regulatory or administrative authority.

INSIFR and the Customer shall not use or disclose any Confidential Information for purposes other than those strictly necessary for the execution of the Agreement. The Customer shall ensure that only Authorized Users have access to the Confidential Information as required for the performance of their duties, and that these users are contractually bound to confidentiality.

Neither INSIFR nor the Customer shall be liable for damages or compensation in the event they are legally required to disclose Confidential Information and comply with such legal obligation. If disclosure is required, the disclosing party shall limit the disclosure to the minimum necessary to comply with the legal requirement.

This clause shall remain in full force and effect after termination of the Agreement.

18. Warranties

The Customer represents and warrants that:

    (i)   it has the full right, authority, and capacity to enter into this Agreement and to perform its obligations hereunder, and

    (ii)   it shall not use the Services in violation of this Agreement, any applicable End User License Agreement, laws, regulations, or the rights of third parties.

The Customer shall indemnify and hold harmless INSIFR from and against all claims, damages, or losses arising from any breach of the above warranties by the Customer.

19. Limitation of liability

INSIFR shall not be liable to the Customer for any damages arising from or in connection with the use of the Services by the Customer, unless caused by INSIFR's willful misconduct or gross negligence. In any case, and without limitation, INSIFR shall not be liable for:

    (i)   acts or omissions of the Customer,

    (ii)   situations in which the Customer's device is stolen and third parties subsequently access the Customer's Account,

    (iii)   damage caused by the Customer relying on incorrect or incomplete information provided by third parties,

    (iv)   damage resulting from the Customer's failure to comply with obligations under these Terms,

    (v)   failure to fulfill any obligation under these Terms due to events beyond INSIFR's or its subcontractors' reasonable control (including internet outages, network or telecom failures, cybercrime, cyber vandalism, or system disruptions),

    (vi)   any damage to the Customer's equipment (e.g., computers, mobile phones, or other devices) caused by use or installation of the Services,

    (vii)   damage incurred because INSIFR relied on inaccurate or incomplete information provided by the Customer, and

    (viii) disruptions or poor performance by subcontractors engaged by INSIFR.

If INSIFR is found to be liable, the total aggregate liability of INSIFR shall not exceed 50% of the total amount paid by the Customer in the calendar year in which the event causing liability occurred.

Nothing in this Agreement shall exclude or limit INSIFR's liability where such exclusion or limitation is not permitted by applicable law, such as in cases of willful misconduct or gross negligence.

INSIFR shall not be liable for any indirect damages, including but not limited to consequential damages, lost profits, lost savings, loss of goodwill, business interruption, third-party claims, or damage related to the Customer's use of third-party services.

INSIFR shall not be liable for damages incurred while providing the Services if those damages result from INSIFR acting on incorrect or incomplete information provided by the Customer. The right to claim compensation arises only if the Customer notifies INSIFR in writing of the damage as soon as reasonably possible after the event causing the damage has occurred. Any

claim for compensation lapses after twelve (12) months from the date the damage occurred, unless legal proceedings are initiated prior to the end of that period.

INSIFR has no control over the Customer's conduct when using the Services and disclaims all liability for damages arising from such conduct. INSIFR is not liable for the acts or omissions of third parties, nor for any harm the Customer may suffer in connection with such third parties. Without prior notice, INSIFR reserves the right to suspend or terminate the Services if required to do so by law, regulation, or a court ruling.

The Customer shall indemnify and hold INSIFR harmless from any third-party claims related to the Customer's (non-)performance of obligations involving third-party services.

20. Force majeure

If a Force Majeure Event results in a failure or delay by either Party to fulfill any obligation under this Agreement – excluding any obligation to make payment – such obligation shall be suspended for the duration of the Force Majeure Event.

A Party becoming aware of a Force Majeure Event that causes or is likely to cause a failure or delay in performance must:

      (i)   promptly notify the other Party in writing, and
      (ii)   provide an estimate of the duration of the failure or delay.

If the Force Majeure Event continues for more than sixty (60) days, either Party shall have the right to terminate the Agreement. In that case, any services or obligations already performed under the Agreement shall be settled proportionally, and neither Party shall owe any further compensation to the other.

21. Miscellaneous

The failure of INSIFR to exercise any right or enforce any provision of this Agreement shall not be deemed a waiver of such right or of the ability to enforce such provision at a later time.

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the extent necessary to achieve the original economic intent, and the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings, whether oral or written, relating to the same subject. Any amendment to this Agreement must be made in writing and signed by both Parties.

INSIFR reserves the right to amend these Terms. Any material changes will be communicated to the Customer in writing at least thirty (30) days in advance. If the Customer does not agree with the proposed changes, the Customer has the right to terminate the Agreement up to the effective date of the amendments. Continued use of the Services after that date will be deemed acceptance of the amended Terms.

All communications or notices between INSIFR and the Customer shall be addressed using the contact details specified in the Customer's Account. If either Party changes its contact information, it shall notify the other Party in writing as soon as reasonably practicable. Until such notice is received, the other Party may continue to rely on the last known contact details.

INSIFR is entitled to sell, assign, or pledge any claim for payment against the Customer to a third party.

The Customer is not entitled to sell, assign, or pledge its rights or obligations under this Agreement to a third party without the prior written consent of INSIFR.

22. Applicable law and jurisdiction

This Agreement, as well as any (non-)contractual claims arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Netherlands.

All disputes – whether contractual or non-contractual – arising from or related to this Agreement shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.

In the event of any conflict between Dutch legal concepts and the English descriptions thereof as used in this Agreement, the English wording and/or its meaning under Dutch law shall prevail.