

## Service Agreement & Data Processing Terms

Last updated: January 30, 2025

These terms apply when Valify carries out an assignment for a client (Client), in the context of providing access to its AI-powered platform for guided business idea development. If Valify processes personal data during the execution of the assignment, the conditions below also apply, in line with Article 28(3) of the GDPR. In such cases, Valify qualifies as a data processor (Article 4(8) GDPR) and the Client as the data controller (Article 4(7) GDPR).

### Article 1. Definitions

Key terms used in this agreement include:

1. Data Subject(s): The identified or identifiable natural person to whom the processed personal data relates (Article 4(1) GDPR).
2. Appendix: An appendix to this Agreement that forms an integral part of it.
3. Valify platform: An AI-powered digital tool that guides users through the development and validation of early-stage business ideas.
4. Data Breach: A breach related to personal data, including but not limited to any breach of implemented organizational and/or technical security measures leading to destruction, loss, alteration, unauthorized disclosure of or access to personal data.
5. Third Party: Any person or organization not being the Data Subject, Client, Valify, or persons directly authorized by the Client or Valify to process personal data.
6. Client: The user of the Valify.
7. Agreement: This agreement includes its appendices (Article 28(3) GDPR).
8. Parties: Valify and the Client.
9. Partner: Any party authorized under a collaboration agreement with Valify to offer the AI platform.
10. Personal Data: All information relating to an identified or identifiable person (Article 4(1) GDPR).
11. Sub-processor: A processor engaged by Valify to perform specific data processing activities for the Client.
12. Supervisory Authority: An independent authority responsible for monitoring compliance with data protection law.
13. Processing: Any operation performed on personal data, whether automated or not (Article 4(2) GDPR).
14. Legislation: Includes but is not limited to the General Data Protection Regulation (GDPR).

### Article 2. Formation, Duration, and Termination of the Agreement

1. The agreement is formed when the Client accepts it during Valify's digital acceptance process.

2. The agreement remains in effect as long as Valify has access to the Client's personal data.
3. Deviations are only binding if agreed in writing by both parties.

### **Article 3. Services and Consent to Share Idea Development Results**

1. Valify grants the Client a one-time right to use the AI platform.
2. If referred by a Partner, Valify shares the results with both Client and Partner. The Client consents to this.
3. Without referral, results are only shared with the Client.
4. Valify will perform to the best of its ability. Services are on a best-effort basis.

**Article 4. Fees** All Clients may use Valify, by the pricing policy stated at the website or if otherwise agreed by the company.

### **Article 5. Intellectual Property**

1. This agreement does not transfer any intellectual property rights for Valify to the Client.
2. All IP rights for the ideas belong to Client.

### **Article 6. Data Processing and Consent**

1. Valify processes only the personal data necessary to perform this agreement, based on written instructions.
2. Valify may also process some data for internal analytics and service improvement. For this, Valify is a controller. The Client consents to this use.
3. If a Data Subject exercises their rights under the GDPR, Valify will inform the Client.
4. Valify will notify the Client if it believes any instruction is in violation of applicable laws.
5. Valify will assist the Client with GDPR compliance efforts (e.g., access requests, data deletion) and may charge reasonable fees for this.
6. Valify may engage Sub-processors and will notify the Client of any changes. The Client may object on reasonable grounds.
7. Valify ensures that Sub-processors comply with Article 28(4) GDPR.
8. Valify may not process personal data outside the EEA without prior written approval.
9. Valify may only disclose data to others if legally required or explicitly instructed by the Client.

### **Article 7. Data Security**

1. Both parties must ensure personal data is adequately secured.
2. Valify has implemented security measures and may adjust them over time. Upon request, it will share these measures.
3. The Client may request an annual audit. Valify will cooperate and charge time-based fees.
4. Audits must be performed by qualified IT auditors.
5. If non-compliance is found, Valify will propose improvements.

6. Parties will consult if changes to security measures are necessary.

### **Article 8. Confidentiality**

1. Valifiy must maintain confidentiality and impose this duty on staff and Sub-processors.
2. This obligation does not apply if the Client gives written permission or disclosure is legally required.

### **Article 9. Data Breaches**

1. Valifiy must promptly inform the Client of any (potential) breach, including:
  - Date/time and description of incident
  - Categories and number of affected individuals
  - Contact info for Gritd's DPO or breach contact
  - Known or expected consequences
2. Valifiy will provide updates and explain containment measures.
3. Valifiy will not report the breach to the authority or data subjects — this is the Client's responsibility.

### **Article 10. Liability**

1. Valifiy's total liability for direct damages is capped at €5,000.
2. Valifiy is not liable for indirect damages (loss of profit, goodwill, third-party claims, etc.).
3. These limitations do not apply in cases of gross negligence or willful misconduct by Valifiy's management.

### **Article 11. Return and Retention of Data**

1. Upon request or contract end, all personal data must be returned or destroyed unless required by law to retain.
2. Valifiy will assist with data transfer at Client's expense.

### **Article 12. Final Provisions**

1. If legal or regulatory changes affect this agreement, both parties will update it accordingly.
2. If any clause is invalid, the rest remains in effect. Parties will agree on a valid replacement.
3. Serbian law applies.
4. Disputes will be submitted to the competent court in Belgrade, Serbia.

### **Appendix 1 – Personal Data & Processing Overview Data:**

- Founder first/last name
- Idea name
- Product/service description

Processing activities:

- Collecting, storing, analyzing, accessing, sharing, deleting

## **Appendix 2 – Sub-processors**

- Google Firebase