

Archonite Terms and Conditions (v1.0.0)

Last updated on January 1, 2025

This Terms & Conditions ("Agreement") is entered into by and between Archonite Inc., a corporation organized under the laws of the Republic of the Philippines with its principal place of business at Pasig City ("Archonite", "We", "Us") and the entity or person placing an order for or accessing the Service ("Customer", "You").

Agreement Acceptance

BY INDICATING YOUR ACCEPTANCE BY CLICKING "I ACCEPT", EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR USING THE ARCHONITE API, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF YOUR FIRST ACCESS ("EFFECTIVE DATE").

1. Definitions

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Service.
- "Customer Data" means electronic data, biometrics, and information submitted by or for Customer to the Service, excluding Aggregated Statistics.
- "Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.
- "Usage Data" means data and information related to Customer's use of the Service that is used by Archonite in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.

2. Access and Use

(a) Provision of Access

Subject to the payment of applicable fees and compliance with this Agreement, Archonite hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)), non-sublicensable right to access and use the Service during the Subscription Term. This is a subscription to a cloud service, not a sale of software.

(b) Documentation License

Archonite grants Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation solely for Customer's internal business purposes in connection with its use of the Service.

(c) Use Restrictions

Customers shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not:

- i. Copy, modify, or create derivative works of the Service, AI Models, or Software;
- ii. Reverse engineer, disassemble, decompile, or decode the Service (including the 3D Liveness logic and ASP Protocol);
- iii. Access or use the Service for purposes of competitive analysis of the Service, benchmarking, or developing, marketing, or selling a competing product or service;
- iv. Input or upload any Malicious Code into the Service;
- v. Use the Service for any illegal purpose, including verifying identities for sanctioned entities, darknet markets, or in violation of privacy laws.

(d) Reservation of Rights

Archonite reserves all rights not expressly granted to Customers in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Archonite Intellectual Property.

(e) Suspension

Archonite may temporarily suspend Customer's access to any portion or all of the Service if: (i) Archonite reasonably determines that (A) there is a threat or attack on any of the Archonite IP; (B) Customer's use of the Archonite IP disrupts or poses a security risk to the Archonite IP or to any other customer or vendor of Archonite; or (C) Customer is using the Archonite IP for fraudulent or illegal activities; or (ii) Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

(f) Aggregated Statistics

Notwithstanding anything to the contrary in this Agreement, Archonite may monitor Customer's use of the Service and collect and compile Aggregated Statistics. As between Archonite and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Archonite. You acknowledge that Aggregated Statistics may be used to train, tune, and improve our Machine Learning models and fraud detection algorithms.

3. Customer Responsibilities

(a) General

Customer is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer is responsible for all acts and omissions of Authorized Users.

(b) Third-party Products

Archonite may permit the Customer to integrate Third-Party Products (e.g., CRMs, external databases, or identity providers). Archonite cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the Third-Party Product available for interoperability with the corresponding Service features in a manner acceptable to Archonite.

(c) Customer Control and Responsibility

Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer in connection with the Service; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks; (iv) the security and use of Customer's access credentials; and (v) ensuring that Customer has obtained all necessary consents (including Biometric Consent under applicable laws such as BIPA, GDPR, or CCPA) from End-Users to capture and process their data.

4. Support & Service Level Agreements

The access rights granted hereunder entitle Customer to the support services described on the Pricing Page for their selected Tier.

- Starter: 500 monthly verifications, Standard ID document check, Basic liveness detection, API & Webhook access, Community support.
- Growth: 2,500 monthly verifications, Advanced 3D Biometrics, Global PEP screening, Custom branding (SDK), Branded verification mailbox, Priority email support, 24/7 Support.
- Compliance/Enterprise: Unlimited verifications, Dedicated compliance officer, On-premise deployment options, Global PEP screening, Branded verification mailbox, Custom branding (SDK), Priority email support, 24/7 Support, Custom contract terms.

5. Fees and Taxes

(a) Fees

Customers shall pay Archonite the fees ("Fees") as set forth in the Order Form or on the Pricing Page. All Fees are non-refundable. Archonite reserves the right to increase Fees for any Renewal Term upon providing written notice to Customer at least sixty (60) days prior to the start of such Renewal Term.

(i) Waiver of Withdrawal Right for EU and UK

If you are a consumer in the EU or UK, you hereby expressly consent to the immediate performance of the contract and acknowledge that you will lose your right of withdrawal from the contract once the digital content (API access) has been provided.

(b) Late Payment

If Customer fails to make any payment when due, without limiting Archonite's other rights and remedies: (i) Archonite may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Customer shall reimburse Archonite for all reasonable costs incurred by Archonite in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

(c) Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

(d) Credit Authorization and Fraud Prevention

Customers authorize Archonite (and its payment processor, PayMongo) to verify payment method details and run credit checks as necessary to prevent fraud. Archonite may require a pre-authorization hold on payment cards.

6. Confidential Information

(a) Definitions

"Confidential Information" means any information that is treated as confidential by a party, including but not limited to trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Archonite's confidential information includes the API, the SDKs, and the terms of this Agreement (including pricing).

(b) Duty

The Receiving Party agrees: (i) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; and (ii) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement.

(c) Return of Materials; Effect of Termination/Expiration

Upon the termination or expiration of this Agreement, each party shall promptly return to the other party or destroy all copies of the other party's confidential information. Archonite may retain Customer Data in backup media for a limited period until its standard overwrite cycle, subject to continued confidentiality obligations.

7. Personal Information & DPA

Archonite processes Personal Information in accordance with its Privacy Policy and the Data Processing Addendum (DPA), which is hereby incorporated by reference. Customer warrants that it complies with all applicable Data Protection Laws (including GDPR, CCPA, and Philippine Data Privacy Act of 2012) in its collection and transfer of Personal Information to Archonite. Archonite employs industry-standard encryption to protect Personal Information.

8. Intellectual Property Ownership; Feedback

(a) Archonite Intellectual Property

Customer acknowledges that, as between Customer and Archonite, Archonite owns all rights, title, and interest, including all intellectual property rights, in and to the Service, the ASP Protocol, the AI Models, and the Documentation. Archonite expressly reserves all rights not explicitly granted herein.

(b) Customer Data

Archonite acknowledges that, as between Archonite and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

(c) Feedback

If Customer or any of its employees or contractors sends or transmits any communications or materials suggesting or recommending changes to the Service ("Feedback"), Archonite is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Archonite on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Archonite is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback.

9. Warranties and Disclaimer

(a) Customer Warranty

Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data and that both the Customer Data and Customer's use of the Service are in compliance with the AUP and all applicable laws.

(b) Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND ARCHONITE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ARCHONITE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ARCHONITE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification

(a) Archonite Indemnification

- i. (i) Claims: Archonite shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Service, or any use of the Service in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights.
- ii. (ii) Remedies: If such a claim occurs, Archonite may modify the Service to be non-infringing or obtain a license for Customer to continue use.
- iii. (iii) Exclusions: Indemnification does not apply if the infringement arises from Customer Data, third-party integrations, or use of the Service in combination with data, software, hardware, equipment, or technology not provided by Archonite.

(b) Customer Indemnification

Customer shall indemnify, hold harmless, and, at Archonite's option, defend Archonite from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or was collected without necessary consents (including biometric privacy violations).

(c) Sole Remedy

THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ARCHONITE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability

IN NO EVENT WILL ARCHONITE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES.

IN NO EVENT WILL ARCHONITE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS PAID TO ARCHONITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The parties acknowledge that the fees reflect the allocation of risk set forth in this agreement and that the parties would not enter into this agreement without these limitations on its liability.

12. Subscription Period and Termination

(a) Subscription Period

The term of this Agreement begins on the Effective Date and continues until the stated Subscription Term expires (Monthly or Annual). The term shall automatically renew for successive terms unless either party gives written notice of non-renewal at least 30 days prior to the end of the current term.

(b) Termination

In addition to any other express termination right set forth in this Agreement: (i) either party may terminate this Agreement for cause if the other party materially breaches this Agreement (and fails to cure such breach within 30 days of notice); or (ii) Archonite may terminate immediately if Customer becomes insolvent or ceases operations.

(c) Effect of Expiration or Termination

Upon termination, the customer must cease all use of the API. Archonite will permanently delete all Customer Data after a 30-day grace period (to allow for export) in accordance with our Data Retention Policy.

(d) Survival

Sections 5, 6, 8, 9, 10, 11, 13, and 14 shall survive any termination of this Agreement.

13. Governing Law, Arbitration and Class Action/Jury Waiver

(a) Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the Republic of the Philippines without giving effect to any choice or conflict of law provision.

(b) Arbitration Agreement

(i) General: Any dispute shall be finally resolved by binding arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) in Pasig City, Metro Manila.

(ii) Opting Out: New customers may opt out of this arbitration agreement by sending written notice to legal@archonite.xyz within 30 days of initial acceptance.

(iii) Dispute-Resolution Process: Parties must first attempt good-faith negotiation for 30 days before initiating arbitration.

(iv) Equitable Relief: Nothing here prevents Archonite from seeking injunctive relief in court for IP violations or breach of confidentiality.

(v) Severability: If the class action waiver is found unenforceable, the entire arbitration agreement shall be null and void.

(c) Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY.

14. Miscellaneous

(a) Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, or representations, written or oral, concerning its subject matter.

(b) Notices

All legal notices to Archonite must be sent via email to legal@archonite.xyz and physical mail to our headquarters: 842-B Sapphire Lane, Phase 4, San Miguel, Pasig City, Philippines.

(c) Force Majeure

Archonite is not liable for failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, internet service provider failures, or denial of service attacks.

(d) Amendment and Modification

No amendment is effective unless in writing and signed by an authorized representative. Archonite may update these terms from time to time; continued use constitutes acceptance.

(e) Waiver

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

(f) Severability

If any provision is invalid, illegal, or unenforceable, such invalidity shall not affect any other term or provision of this Agreement.

(g) Assignment

Customers may not assign any of its rights under this Agreement without Archonite's prior written consent. Archonite may assign this Agreement in connection with a merger, acquisition, or sale of assets.

(h) Export Regulation

The Service may be subject to US export control laws (EAR) and Philippine export regulations. Customers shall not access or use the Service in violation of any such export control laws, embargoes, or sanctions.

(i) US Government Rights

The Service is a "commercial item" as defined in 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation".

(j) Equitable Relief

Breach of confidentiality or IP sections causes irreparable harm entitling Archonite to injunctive relief without the necessity of posting a bond.

(k) Publicity

Archonite may identify Customer as a user of the Service and use Customer's logo in Archonite's promotional materials and on its website. Customers may opt-out of this by submitting a written request to legal@archonite.xyz.

(l) Independent Contractors

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.