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Last Updated: May 14, 2024

These Terms of Service are effective immediately for new customers. If you are an existing customer, these Terms of Service will be effective on June 14, 2024 and completely replace any prior version of these Terms of Service to which you agreed. The most recent prior version of our Terms of Service is available [here](#).

Key Points

We will not...

- Share your data with marketers or advertisers.
- Contact your customers.
- Identify you to other Sift customers as the source of any data in our models.
- Claim ownership of your data.

We will...

- Use your data to discover relevant fraud and abuse patterns for you and other Sift customers.
- Add the fraud and abuse patterns we discover to our global model so that we can better prevent fraud for you and other Sift customers.
- Pursue opportunities to enrich our global model, including using third party services.
- Publish aggregated fraud patterns for informational purposes.
- Protect data as described in our agreement.

You need to...

- Make sure that your privacy policy discloses your data practices, including using vendors to detect and protect against fraud, illegal activity, or other misuse of your service.
- Comply with all applicable laws.
- Comply with all of your commitments to third parties.

A quick note from our lawyers:

This highlight is not a substitute for reading the Terms of Service. We provide these Key Points to help answer frequently asked questions about our Terms of Service. Please note, however, that these Key Points are qualified by the actual Terms of Service, which you should read in its entirety.

Sift Terms of Service

Thank you for signing up for a service with Sift Science, Inc. ("**Sift**", "**we**", "**us**"). By creating an account, clicking to accept this agreement (or another click-through mechanism provided), signing an order form referencing these terms, or accessing or using the Sift Services (as defined below), you agree to all the terms and conditions of this Terms of Service (this "**Agreement**"). If you are accepting this Agreement and using the Sift Services on behalf of your employer or other entity, then "**Customer**" or "**you**" means that entity. Further, if you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent. **Please note that Sift may modify this Agreement as further described in the Modifications section below, so you should make sure to check this page from time to time.**

1. Certain Definitions

"**Acceptable Use Policy**" means Sift's acceptable use policy located at <https://sift.com/aup> or such successor URL, which Sift may update from time to time.

"**Affiliates**" means, in respect to a party to this Agreement, any company or entity controlled by, controlling or under common control with such party. For this purpose, a party is deemed to "control" a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

"**Analytical Results**" means any proprietary data provided by Sift to Customer through the Sift Services (excluding Customer Data), which include the results for Customer of Sift's proprietary modeling and analysis of Customer Data alone or in combination with other data in the Sift Services, which results may include, as applicable, a score for a particular action or event and substantiation for the score (i.e. the top data inputs that contributed to the particular score), Dispute Records and related analysis such as a chargeback dispute win rate, and/or Customer-configurable aggregated insights and reporting delivered through the Sift Services.

"API Data" means any data that Customer sends, submits or uploads to the Sift Services (whether directly or via a Customer Provider) through the application programming interfaces, sFTP file exchange, webhooks or Sift Services management consoles, as applicable.

"Applicable Laws" means all laws, rules, and regulations applicable to the Sift Services, including but not limited to those relating to privacy, data protection, and data security.

"Authorized User" means an individual who is authorized by Customer to use the Sift Services under Customer's account, and who has been supplied a user identification and password. Authorized Users may include, for example, Customer's (or Customer's Client's, if applicable) employees, consultants, contractors and agents, and third parties with which Customer transacts business.

"Customer Data" means the: (i) API Data; and (ii) Website Data. To the extent Customer is using the Sift Services for the benefit of its Clients pursuant to Section 1.5, "Customer Data" includes any data Customer submits, uploads, or otherwise sends to Sift on behalf of its Clients.

"Customer Properties" means Customer's services and digital applications or properties (e.g., webpages, apps, endpoints, platforms) that Customer integrates with the Sift Services. To the extent Customer is using the Sift Services for the benefit of its Clients pursuant to Section 2.5, "Customer Properties" includes any Client services and digital applications or properties (e.g., webpages, apps, endpoints) from which Customer Data is collected and submitted, uploaded, or otherwise sent to Sift.

"Customer Provider" means a third party application, platform or service utilized by Customer in connection with its business.

"Dispute Record" means an aggregated record of Customer Data relating to a chargeback and related analysis provided by Sift to Customer via the Sift Services.

"Documentation" means Sift's documentation, user guides and policies, as updated from time to time, including those accessible via <https://developers.sift.com/guides> or such successor site or URL, or otherwise provided by Sift to its customers in connection with the Sift Services.

"End User" means an end user of a Customer Property or in the case of the Dispute Management Service, a cardholder consumer that has purchased a product or service from Customer.

“Order Form” means an ordering document (including any online order form), specifying the Sift Services and/or Professional Services (if applicable) to be provided by Sift, that is entered into between Customer and Sift and incorporates the terms of this Agreement by reference.

“Professional Services” means any training, onboarding, implementation, managed services, or similar professional services purchased by Customer as set forth in an Order Form or SOW. In addition to the terms and conditions of the main body of this Agreement, Exhibit B shall also govern the provision of Professional Services.

“Reseller” means a third party that has a written agreement with Sift that authorizes such third party to resell Sift Services and/or Professional Services to Customer.

“SOW” shall mean a document attached or linked to an Order Form that describes the Professional Services to be performed to be completed.

“U.S. State Privacy Laws” means collectively, all U.S. state privacy laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of individuals’ personal data (or equivalent term) as used in such laws and regulations, and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., health or biometric information). US State Privacy Laws include the following: California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020, Colorado Privacy Act, Connecticut Personal Data Privacy and Online Monitoring Act, Utah Consumer Privacy Act and Virginia Consumer Data Protection Act.

“Sensitive Personal Information” means for the purposes of this Agreement (a) full credit or debit card numbers or financial account information; Social Security numbers or local equivalents; passport numbers; driver’s license numbers or similar identifiers; passwords; physical or mental health condition or information; or any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other applicable regulations, laws or industry standards designed to protect similar sensitive information; (b) information related to children under the age of 13 (or in the EEA, UK or Switzerland under 16); (c) any information defined under the EU General Data Protection Regulation 2016/679 as a “special category” of personal data; and (d) any other information Sift reasonably determines is sensitive, provided Sift communicates such determination to Customer.

“Sift Privacy Notice” means Sift’s publicly-facing service privacy notice located at <https://sift.com/legal-and-compliance/service-privacy-notice> or such successor URL,

which Sift may update from time to time.

“Sift Services” comprise a suite of SaaS based digital trust and safety products that enable customers to detect and prevent fraudulent, abusive, and illegal activity in real time, and address their legal and regulatory reporting obligations and risk management procedures, and if applicable, manage chargeback disputes (the “Dispute Management Service”). The Sift Services leverage the Sift intelligent machine learning platform that identifies patterns in data using Sift custom and global models, which may use Customer Data alone or in combination with data and records provided by all other customers to derive the Analytical Results. The Customer, in its own discretion, can use the Analytical Results to determine, as applicable, the likelihood of fraudulent, illegal or abusive behavior by End Users or winning a chargeback dispute, and take any such further measures it may deem necessary or appropriate. The specific Sift Services selected by Customer are identified on the applicable Order Form.

“Website Data” means data collected from an End User’s device through the Snippets placed on Customer Properties, which may include device identifiers and device information (e.g. page URL, referrer, number of fonts, OS) and other technical information pre-determined by Sift.

2. Sift Services

2.1 Provision of Sift Services. Sift will make those Sift Services elected by you and agreed to by Sift, on a mutually executed Order Form, available to you in accordance with the terms of this Agreement, including any applicable Exhibits.

2.2 Deployment of Sift Software. Sift will provide Customer, as applicable, the application programming interfaces (the **“APIs”**), JavaScript snippets, SDKs and other technologies (the **“Snippets”**) (collectively, the **“Software”**) to enable Customer to integrate with the Sift Services, including in connection with Customer Properties. Customer will implement the Software (and any updates) in accordance with the Documentation and Sift’s reasonable instructions and acknowledges that failure to do so may cause the Sift Services to cease working properly. Through the API and Sift Services console, Customer (or Customer’s Clients) will submit API Data, and Sift will collect Website Data via the Snippets, as applicable and as authorized by Customer. Customer will promptly remove all Snippets from Customer Properties upon termination of this Agreement and acknowledges that the Snippets will continue to collect Website Data until so removed.

2.3 Third Party Services. In some circumstances, Customer may (i) integrate with the Sift Services through an approved third-party application or marketplace via an extension or connector ("**Marketplace**"), (ii) authorize Sift to connect the Sift Services to Customer Providers to receive or send Customer Data or Analytical Results, or (iii) elect to use certain Sift Services product features that incorporate the services or products of a third party ("**Sift Provider**", and with Marketplace and Customer Provider, "**Third Party Service Providers**"). Customer acknowledges and agrees that (a) the services of such Marketplaces and Customer Providers do not form part of the Sift Services and (b) the Marketplaces and Customer Providers are service providers of Customer and not Sift. Customer's use of the Marketplace or Customer Providers in connection with the Sift Services may be subject to a separate written agreement between Customer and Sift. In addition, if Customer wishes to use Sift Services product features that incorporate the services of a Sift Provider, to the extent the Sift Provider requires Customer to agree to their terms of service, Customer agrees to do so. If the pricing of any Sift Provider changes, Sift may adjust its pricing to reflect that changed pricing for the Sift Provider. SIFT DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY SERVICE PROVIDERS OR FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY SERVICE PROVIDERS.

2.4 Non-compliance. Subject to obligations of confidentiality, where a party has a concern that the other party has not complied with this Agreement, the parties agree to exchange information to ascertain the cause of such non-compliance and take reasonable steps to remediate such non-compliance.

2.5 Customer's Clients. Customer may only use the Sift Services for the benefit of its clients (each, a "**Client**"), with prior written approval from Sift in each instance. In the event such written approval is provided, Customer agrees to, prior to any such use of the Sift Services, enter into and maintain a written agreement with each Client that binds each Client with respect to all the terms set forth in the Client Pass-Through Addendum included at the end of this Agreement as Exhibit A (the "**Pass-Through Terms**"). Customer further represents, warrants, and covenants that each such agreement will contain data protection addendums that comply with applicable data protection laws, and will appoint Customer as a service provider on behalf of the Client. Customer acknowledges and agrees that, as between the parties, it is solely responsible for and will be liable: (i) for the actions or omissions of any Client in connection with the Sift Services and (ii) for ensuring compliance with this Agreement by such Clients. Any breach or violation of this Agreement by a Client will be deemed a breach of this Agreement by Customer. To the extent Customer is using the Sift Services for the benefit of its Clients, "Customer Data" includes any data Customer submits, uploads, or otherwise sends to Sift on behalf of its Clients, and "Customer Properties" includes any Client services and digital applications or properties (e.g., webpages, apps,

endpoints) from which Customer Data is collected and submitted, uploaded, or otherwise sent to Sift.

2.6 Affiliate Ordering and Usage Rights. Customer and each of Customer's respective Affiliates may place orders for Sift Services under this Agreement by executing Order Form(s). When an Affiliate of Customer signs an Order Form under this Agreement, the Affiliate shall be considered Customer, as applicable, for purposes of such Order Form and shall be bound by the terms and conditions of this Agreement. Customer may utilize its subscriptions to the Sift Services or its purchase of Professional Services for the benefit of itself and its Affiliates; *provided*, that: (i) any restrictions or obligations set forth in an Order Form apply to Customer on behalf of itself and its Affiliates; and (ii) Customer shall be liable to Sift for all actions and omissions of its Affiliates with respect to the subject matter of this Agreement as if they were those of Customer hereunder.

3. Proprietary Rights

3.1 Ownership of and Limited License to Customer Data. As between Sift and Customer, Customer owns and retains all right, title, and interest in and to its Customer Data. Customer grants to Sift a limited, royalty-free, non-exclusive, worldwide right and license to access, collect, use, process, store, copy, and create derivative works from the Customer Data only as set forth in this Agreement.

3.2 Use of Customer Data. Customer acknowledges and agrees that Sift may use the Customer Data for as long as reasonably necessary for the limited purpose of providing, maintaining, and improving the Sift Services, which includes improving its machine learning algorithms and data models as necessary to support such uses (the "**Permitted Purpose**"). Customer further acknowledges and agrees that, in connection with the Permitted Purpose, the Customer Data will be commingled with data received from other customers of the Sift Services; provided, that (a) the Customer Data shall not itself be made available to any other customer, and (b) Customer will not be identified to the extent the Customer Data contributes to the analytical results provided to other customers of the Sift Services.

3.3 Ownership of and Limited License to Sift Services and Analytical Results. Sift owns and retains all rights, title and interest in and to the Sift Services, including the Software, Documentation, Analytical Results, and Aggregated Data (as defined below). Sift grants to Customer a limited, royalty-free, non-exclusive, worldwide right and license to access and use the Sift Services, including the Software, Documentation and Analytical Results, only as set forth in this Agreement.

3.4 Feedback and Labels. If Customer (including any Authorized User) provides Sift any feedback (often referred to as “labels”) in connection with the Sift Services about whether a transaction or event on a Customer Property is associated with fraud, abuse or other illegal activity, Customer shall use reasonable efforts to ensure the accuracy of such feedback and grants Sift an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or labels for any purpose without any obligation or compensation to Customer or any Authorized User. Sift may label transactions or events on behalf of Customer in order to improve the accuracy of the Sift Services for Customer.

3.5 Aggregated Data. Customer acknowledges and agrees that Sift has the right with a perpetual royalty-free, irrevocable license to use data derived from Customer Data in connection with Customer’s use of the Sift Services that is aggregated with comparable data received from other customers (“**Aggregated Data**”) for (a) Sift’s internal purposes such as operating, maintaining, and improving the Sift Services, and (b) distribution of general benchmarking or industry-related reports as part of the Sift Services. For absolute clarity, such Aggregated Data shall not be reasonably capable of identifying any underlying individual nor identify the Customer as a source of any Aggregated Data, nor shall any output of Sift’s use of Aggregated Data include any Customer’s Confidential Information (as subsequently defined) or personal data (as defined under Applicable Laws). Sift will make no attempt to reidentify the Aggregated Data.

3.6 Beta Services. From time to time, Sift may invite Customer to try features or pre-release versions of the Sift Services that are not generally available to customers for non-production use (“**Beta Services**”). Customer may accept or decline such invitation in its sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Customer’s use of Beta Services will be for the term specified by Sift and if no term is specified, then for the earlier of one year from the start date of the Beta Services or when that version of the Beta Services becomes generally available, and therefore part of the Sift Services. Sift may discontinue Beta Services at any time in Sift’s sole discretion and may never make them generally available. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BETA SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY OF ANY KIND. SIFT HEREBY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY BETA SERVICE.

4. Sift Commitments

4.1 Compliance with Applicable Law. Sift will comply with all Applicable Laws in connection with its provision of the Sift Services.

4.2 Security and Data Protection. Sift will maintain a security program with administrative, technical, organizational and physical security measures designed to protect Customer Data against unauthorized access, disclosure and loss. If the parties enter into any separate agreement or addendum concerning data protection ("**DPA**"), then such terms will be subject to this Agreement. To the extent the EU General Data Protection Regulation 2016/679 applies to Sift's processing of End User personal data within the Sift Service, Sift and Customer are each data controllers of any personal data that Sift processes in connection with the Sift Services, and to the extent U.S. State Privacy Laws applies to Sift's processing of End User personal data within the Sift Services, Sift is a "service provider" or "processor" as defined under the applicable U.S. State Privacy Laws.

4.3 Sift Privacy Policy. Sift will maintain a readily-accessible service privacy policy on its website (located at <https://sift.com/legal-and-compliance/service-privacy-notice>), which it may update from time to time, that provides accurate disclosures concerning its data practices, including the collection, use, processing and sharing of Customer Data for fraud detection and prevention and other compatible purposes.

4.4 Deletion of Data. Upon termination of this Agreement, Customer may request deletion of the Customer Data. Subject to the provision of Section 3.2 (Use of Customer Data), Sift will perform such deletion within ninety (90) days.

5. Customer Commitments

5.1 Compliance with Applicable Law. Customer will comply with all Applicable Laws in connection with the use of the Sift Services.

5.2 Account Registration. In order to access the Sift Services console, Customer shall register for a Sift account. Account information must be accurate, current and complete, and will be treated by Sift in accordance with its privacy policy (located at <https://sift.com/legal-and-compliance/service-privacy-notice>). Customer agrees that Sift may send non-legal notices, statements and other information by email or through Customer's account. Customer will be solely responsible for all use of the Sift Services under its account, including the acts and omissions of its Authorized Users and any decisions made based on the provision of the Sift Services to Customer. In addition, Customer will use commercially reasonable efforts to prevent unauthorized access to the Sift Services and will notify Sift immediately of such unauthorized access.

5.3 Customer Responsibilities. Customer will use the Sift Services (which, for clarity, include the Analytical Results) only: (a) for the purpose of detecting and preventing fraud, security

threats or other illegal or malicious behavior, risk management, and/or managing and responding to chargebacks (as applicable); (b) in accordance with the terms of this Agreement, the Documentation and Sift's Acceptable Use Policy (located at <https://sift.com/legal-and-compliance/aup>), which Sift may update reasonably from time to time; and (c) in compliance with all Applicable Laws; and any contractual or other obligation Customer has to any third party. Customer is solely responsible for ensuring that its (or its Clients, if applicable) use of the Sift Services, including its provision of the Customer Data and use of Analytical Results, does not violate any Applicable Laws. Customer is solely responsible for any actions or decisions it makes in connection with its use of the Sift Services and Sift does not assume any responsibility or liability for such actions or decisions. If Customer's Affiliates use Sift Services, Customer warrants that it has the authority to bind those Affiliates to this Agreement and shall be fully liable for Customer's Affiliates if such Affiliates do not comply with the terms and obligations set forth in this Agreement and any Order Form.

5.4 Usage Restrictions. Customer shall not: (a) make the Sift Services available to anyone other than Authorized Users (or Clients, if applicable); (b) transfer, sublicense, resell, time share or similarly exploit the Sift Services (except, if applicable, to the extent necessary for Clients to receive the benefit of the Sift Services); (c) access the Sift Services to build (or facilitate the building of) a competitive product or service; (d) reverse engineer, modify, adapt, or otherwise attempt to gain unauthorized access to the Sift Services, or introduce any malicious code into the Sift Services; (e) provide to Sift any Customer Data that contains any Sensitive Personal information, or (f) use the Sift Services for purposes not contemplated by this Agreement, including but not limited to purposes prohibited under the Fair Credit Reporting Act (FCRA) (as described further below) and the Equal Credit Opportunity Act (ECOA), or as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, housing, or employment, in any way that facilitates discrimination or in any other way that may violate or cause Sift to violate any Applicable Law. For clarity, the foregoing limitations apply to the Analytical Results and any other information derived from use of the Sift Services, as well as the Sift Service itself.

5.5 IMPORTANT FCRA RESTRICTIONS. Sift is not a consumer-reporting agency ("Consumer Reporting Agency") as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") and the Analytical Results do not constitute "Consumer Reports", as that term is defined in the FCRA. Customer will not use the Sift Services (including the Analytical Results) for any purposes enumerated in the FCRA in lieu of obtaining a Consumer Report. In particular, Customer will not use the Sift Services (including the Analytical Results): (i) in connection with establishing a Consumer's (as such term is defined in the FCRA) eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a Consumer;

(ii) for the purpose of evaluating a Consumer for employment, promotion, reassignment or retention as an employee; (iii) for any tenancy verification or in connection with any application to rent real property; (iv) in connection with a determination of a Consumer's eligibility for a license or other benefit that depends on an applicant's financial responsibility or status; (v) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (vi) in connection with any information, service or product sold or delivered to a Consumer that constitutes or is derived in substantial part from a Consumer Report; or (vii) for any other purpose under the FCRA. Customer also will not use the Sift Services (including the Analytical Results) for the preparation of a Consumer Report or in such a manner that may cause such data to be characterized as a Consumer Report. Customer agrees that it will not take any "Adverse Action" (as that term is defined in the FCRA), which is based in whole or in part on the Sift Services (including Analytical Results) against any Consumer.

5.6 Customer Data, Privacy Notice and Consent. Customer is responsible for the accuracy and completeness of Customer Data that it transfers to Sift, and shall ensure it has the right to transfer (or provide or authorize access to) Customer Data to Sift for the purposes contemplated in this Agreement (and has obtained any necessary consents or authorizations to do so). Customer will only transfer, or provide or authorize access to Customer Data to Sift that has been collected, processed and stored in accordance with its privacy notice and Applicable Laws. Customer will ensure that its privacy notice is readily accessible on applicable Customer Properties and includes accurate disclosures concerning the activities contemplated under this Agreement that complies with Applicable Laws, including (i) the collection and processing of Customer Data for the detection and prevention of fraud, security threats or other illegal or malicious behavior or managing disputes (preferably with a link to the Sift Privacy Notice); (ii) the disclosure of personal information to a third-party service provider for such purposes; and (iii) if applicable, the use of Snippets to collect and use Website Data as described in this Agreement. For clarity, as between the parties, Customer is solely responsible for obtaining any necessary consents, permissions and approvals from, and providing any notices to, End Users as required by Applicable Laws and this Agreement. The parties will provide reasonable assistance and reasonably cooperate with each other to assist with each party's compliance with Applicable Laws and this Section 5.5.

5.7 Due Diligence and Remedial Action. Customer will conduct reasonable due diligence into any complaint Customer receives relating to the use of the Sift Services, such as any decisions made based on the provision of the Sift Services to Customer. Customer will take appropriate action in response to such complaints (including by promptly providing feedback

to Sift through the Sift Services) if Customer determines that such action is needed to correct any decision made based on the provision of the Sift Services to Customer.

6. Payment

6.1 Direct Purchases.

6.1.1 Fees and Payment Terms. For direct purchases made by Customer (where Customer enters into an Order Form directly with Sift), Customer will pay the fees stated on an applicable Order Form (the “**Fees**”) within thirty (30) days of receipt of invoice. If Customer believes that Sift has billed Customer incorrectly, Customer must contact Sift no later than sixty (60) days after the invoice date in which the error or problem appeared, in order to receive an applicable adjustment or credit. Unless otherwise stated on an applicable Order Form, all Fees are non-cancelable and non-refundable, and all Fees are quoted and payable in the currency stated on the Order Form. Monthly or annual minimum fees paid may not be rolled into any future time period. Sift may charge interest on any unpaid amount due at the rate of one percent (1%) per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date it is paid. In the event Sift pursues collection of any overdue Fees payable hereunder, Customer will reimburse all reasonable third-party costs and fees incurred by Sift in connection with those collection activities. Customer shall be responsible for any payments owed but not paid by any of Customer’s Affiliates ordering Sift Services in any Order Form.

6.1.2 Taxes. Unless otherwise stated on the Order Form, the Fees will be exclusive of any local, state, federal, VAT, sales, use, excise or other taxes, levies or duties. Customer is responsible for paying or reimbursing Sift for any taxes associated with the purchase, unless Customer provides Sift with a valid tax exemption certificate authorized by the appropriate taxing authority, and excluding taxes based on Sift’s income payable by Sift without regard to the transactions contemplated by this Agreement. If applicable, Sift reserves the right to gross up any Fees, if any required withholding prevents Sift from receiving the full amount set forth in the applicable Order Form.

6.2. Purchases through a Reseller. If Customer purchases any Sift Services and/or Professional Services through a Reseller, this Agreement will govern Customer’s use of such Services and/or Professional Services, but not the payment obligations. In such case, Customer’s payment obligations for such services will be as agreed directly with the Reseller and not Sift. Customer warrants that it will timely pay to Reseller all amounts related to this Agreement. Customer expressly waives and agrees not to exercise any right it may have to downgrade a subscription or terminate a purchase of the Sift Services or Professional

Services for its convenience, or otherwise cancel an order under any applicable Reseller, except as expressly permitted by this Agreement. Any disputes related to the payment obligations shall be handled directly between Customer and the Reseller.

7. Confidentiality

7.1 Definitions. As used herein, “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data, and Confidential Information of Sift shall include the Software, the Analytical Results, all Documentation and the Beta Services. However, Confidential Information shall not include any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

7.2 Confidentiality Obligations. Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing or as necessary to fulfill Receiving Party’s data protection rights and obligations as described herein, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement; *provided*, that the Receiving Party shall remain liable for actions and omissions related to the use of the Disclosing Party’s Confidential Information by such third parties as if they were the actions and omissions of the Receiving Party..

7.3 Mandated Disclosures. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so; provided, the Receiving Party gives the Disclosing Party prior written notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party

for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. Indemnification

8.1 Sift Indemnity.

(a) **Generally.** Sift will defend Customer, its officers, directors and employees against any third party claim, demand, suit, investigation or proceeding (each, a “**Claim**”) made or brought against such party alleging that the use of the Sift Services as permitted hereunder infringes or misappropriates the U.S. intellectual property right of a third party, and shall indemnify Customer for any damages, attorneys fees and costs finally awarded against Customer as a result of, or for any amounts paid by Customer under a court-approved settlement of, a Claim.

(b) **Infringement Options.** If the use of the Sift Services by Customer has become, or in Sift’s opinion is likely to become, the subject of any Claim, Sift may at its option and expense: (i) procure for Customer the right to continue using the Sift Services as set forth herein; (ii) modify the Sift Services to make it non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate this Agreement and refund Customer any unused pre-paid Fees associated specifically with the infringing Sift Services.

(c) **Limitations.** Sift will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by: (i) use of the Sift Services by Customer that is not in accordance with this Agreement; (ii) the combination, operation or use of the Sift Services with other applications, portions of applications, products or services not supplied or approved in writing by Sift where the Sift Services would not by itself be infringing; or (iii) any modification of the Sift Services by any person other than Sift. THIS SECTION STATES SIFT’S ENTIRE AND EXCLUSIVE OBLIGATION, AND CUSTOMER’S EXCLUSIVE REMEDY, FOR ANY CLAIM OF ANY NATURE RELATED TO INFRINGEMENT.

8.2 Customer Indemnity. Customer will defend, indemnify and hold harmless Sift, its officers, directors and employees against any Claim relating to any violation or alleged violation by Customer of the terms of this Agreement.

9. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SIFT SERVICES AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND “AS APPLICABLE” AND ANY PROMISES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SIFT DOES NOT REPRESENT THAT THE SIFT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER’S REQUIREMENTS OR THAT THE SIFT SERVICES OR ANALYTICAL RESULTS WILL BE ACCURATE OR COMPLETE. CUSTOMER ACKNOWLEDGES THAT, AS A SAAS-BASED SERVICE, THE FUNCTIONALITY AND INTERFACES OF THE SIFT SERVICES (AND APPLICABLE PACKAGES) MAY CHANGE OVER TIME, AND SIFT RESERVES THE RIGHT AT ANY TIME, AND FROM TIME TO TIME, TO MODIFY OR DISCONTINUE THE SIFT SERVICES (OR A PART THEREOF).

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, COST OF COVER, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS IT RELATES TO FRAUD OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES, COSTS, OR LIABILITIES IN AGGREGATE IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTH PERIOD PRIOR TO THE CUSTOMER’S INITIAL CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

11. Term and Termination

11.1 *Term and Termination.* The term of this Agreement will commence on the Effective Date and will continue so long as Sift is providing Sift Services to Customer under an applicable

Order Form. Each Order Form shall identify the initial subscription period for the applicable Sift Service and unless otherwise stated on the applicable Order Form, such subscription periods shall automatically renew for additional (12) months unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current subscription period. Either party may terminate this Agreement immediately on written notice if (a) the other party commits any material breach of any term of this Agreement and has not cured such breach within fifteen (15) days of its receipt of written notice of the breach; or (b) the other party files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations.

11.2 Suspension of Sift Services. Notwithstanding any provision herein to the contrary, Sift may suspend the Sift Services under the following circumstances: (a) any activity by Customer or its End Users has (or in Sift's reasonable assessment is likely to have) an adverse effect on the operation of the Sift Services; b) Customer is delinquent on any undisputed (provided such dispute is made in good faith) payment obligations to Sift for more than thirty (30) days after payment is due; or (c) the suspension is necessary to comply with Applicable Law. For any suspension of the Sift Services made pursuant to this Section 11.2, Sift will use commercially reasonable efforts to provide Customer with advance notice of such suspension to the extent possible given the circumstances surrounding the suspension, and if applicable, will work with the Customer to remedy the cause of the adverse effect. Sift will restore the Sift Services promptly as soon as the cause of the suspension has been mitigated.

11.3 Survival. The provisions of this Section and the following Sections will survive any termination of this Agreement: Section 3 (Proprietary Rights), Section 4.4 (Deletion of Data), Section 6 (Payment), Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Disclaimer), Section 10 (Limitation of Liability) and Section 12 (General Provisions).

12. General Provisions

12.1 Marketing. Customer grants Sift the right to use Customer's company name and logo as a reference for marketing or promotional purposes on Sift's website and in other public or private communications with existing or potential Sift customers, subject to Customer's standard trademark usage guidelines as provided to Sift from time-to-time.

12.2 Force Majeure. Sift shall not be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such party, which may include denial-of-service attacks, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

12.3 No Agency. Nothing herein will be construed to create a partnership, joint venture or any type of agency relationship between Sift and Customer.

12.4 Notices. Marketing and business-related notices may be delivered by email. Any legal notices relating to this Agreement must be in writing and sent to each party its then-current primary place of business or such other address provided by the recipient. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

12.5 Governing Law; Venue. This Agreement and any disputes hereunder will be governed by the laws of the State of California, without regard to its conflict of law principles, and any litigation concerning this Agreement will be submitted to and resolved by a court of competent jurisdiction in San Francisco, California. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

12.6 Export Control Laws. Each party shall comply with United States and foreign export control laws or regulations applicable to its performance under this Agreement. Without limiting the foregoing, both parties represent and warrant that (a) it is not listed on any United States government list, or is a prohibited or restricted party; (b) it is not subject to any United Nation, United States, European Union, or any other applicable economic sanctions or trade restrictions; and (c) it does not have operations in a country subject to comprehensive United States trade sanctions.

12.7 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including any order forms), without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Modifications. Sift may modify the terms and conditions of this Agreement from time to time, in which case the modified version of this Agreement will supersede the prior versions. The most current version will always be posted on the Sift website. Sift shall use

commercially reasonable efforts to provide Customer with advanced notification via email, posting a notice on the Sift website or through the Sift Service management console of any material modifications, with such modifications effective on the date of public posting. If Customer disagrees with the modifications, Customer's exclusive remedy is to terminate the Agreement by providing thirty (30) days written notice to Sift and cease using the Service. Customer's continued use of the Sift Services will be subject to the modified terms.

12.9 Severability. If any provision of this Agreement is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

12.10 Waiver. The failure by a party to exercise any right hereunder or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.

12.11 Entire Agreement. This Agreement (including any exhibits), any Order Form, and applicable DPA constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all prior or contemporaneous communications and agreements whether written or oral concerning the subject matter hereof, including any previously executed non-disclosure agreement. In the event of any conflict between the provisions in this Agreement and any Order Form, the terms of the Order Form will prevail. Each party hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. No Customer purchase order or other text that purports to modify or supplement the printed text of this Agreement will add to or vary the terms of this Agreement.

Exhibit B

Professional Services Addendum

This Exhibit B applies to and governs the provision of Professional Services by Sift to Customer.

1. Certain Definitions. In addition to the defined terms in the Agreement, the additional capitalized terms used in this Addendum shall also apply to the main body of the Agreement:

"Background IP" means all intellectual property owned or licensed by a party (a) before the Effective Date, (b) which are developed by a party outside of this Agreement and Addendum, or (c) which are owned by a third party.

“Deliverables” means work product created specifically for Customer by Sift or its subcontractors as part of the Professional Services and specified as deliverables in an applicable Order Form.

“Sift Technology” means: (a) Sift’s Background IP, and (b) all intellectual property and other proprietary rights and know-how applicable to the Sift Services (inclusive of the Professional Services), including the Software. Sift Technology does not include Customer’s Background IP or Customer’s Confidential Information.

2. Order of Precedence. In the event of a conflict with the terms and conditions of the main body of this Agreement, the terms and conditions of this Addendum shall control solely as they relate to the Professional Services.

3. Professional Services

3.1 Professional Services. Sift will provide Professional Services, including any applicable Deliverables, to Customer in accordance with the Agreement, including this Addendum, the applicable Order Form and Statement of Work, subject to Customer fulfilling its obligations under Section 3 (Customer Cooperation).

3.2 Remote Work. Unless otherwise provided in a Statement of Work or other written agreement between the Parties, the Professional Services will be performed remotely by Sift (e.g., via phone, video conference, tickets, chat and other electronic means) and will not include travel to or time spent in Customer’s facilities.

3.2 Changes to Scope. Any changes to the scope of the Professional Services requires a written amendment, updated Order Form or Statement of Work signed by Customer and Sift.

3.3 Personnel and Subcontracting. Sift will determine which personnel, including subcontractors, will perform the Professional Services. If Customer requests a change of personnel and provides a reasonable and legal basis for such request, Sift will use commercially reasonable efforts to replace the assigned personnel with alternative personnel. Sift may subcontract any of its obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

4. Customer Cooperation. Customer will provide reasonable and timely cooperation, including the provision of information reasonably requested by Sift, in connection with Sift’s provision of the Professional Services. Customer understands and agrees that the effectiveness of the Professional Services may require Customer to promptly implement Sift’s recommendations provided under the Professional Services, and Customer will be

responsible for such prompt implementation. Sift will not be liable for a delay caused by Customer's failure to provide Sift with information, materials, or access to Customer networks or systems required for Sift to perform the Professional Services. If Sift informs Customer of such failure and Customer does not cure the failure within 10 days, then: (a) Sift may terminate any incomplete Professional Services and (b) in addition to any fees due under the applicable Order Form, Customer will pay actual costs incurred by Sift for the canceled Professional Services.

5. Fees and Payment; Service Period.

5.1 Fees. Customer will pay all Fees for Professional Services as outlined in, and subject to the terms of, the Agreement and applicable Order Form. Customer will reimburse expenses, if any, as specifically described in the applicable Order Form.

5.2 Service Period. The term for the provision of Professional Services will be set forth on the applicable Order Form. Unless otherwise provided for in the applicable Order Form or Statement of Work, the Professional Services are only offered with Customer's active subscription to Sift Services and will automatically renew continuously with Customer's subscription period as provided in the Agreement. If the fees for Professional Services increase after the initial subscription period, Sift will give Customer at least sixty (60) days prior notice of the planned increases, with any agreed-to increases taking effect the following renewal subscription period.

6. Deliverables and Intellectual Property.

6.1 Background IP. Customer owns all rights, title and interest in Customer's Background IP. Sift owns all rights, title and interest in Sift's Background IP. Customer grants to Sift a revocable, nonexclusive and royalty-free right and license to use Customer's Background IP and Customer Data solely to provide the Professional Services to Customer (with a right to sublicense to Sift's subcontractors). Except for the license rights under Sections 6.2 (Sift Technology) and 6.3 (Deliverables), neither party will acquire any right, title, or interest in or to the other party's Background IP under the Agreement.

6.2 Sift Technology. Sift owns all rights, title and interest in Sift Technology. To the extent Sift Technology is incorporated into Deliverables, Sift grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license to use the Sift Technology in connection with the Deliverables for Customer's internal business purposes.

6.3 Deliverables. Sift grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license to use, reproduce and modify the Deliverables for Customer's internal

business purposes. Subject to Customer's ownership of its Confidential Information disclosed to Sift under the Agreement, Sift shall retain all ownership rights to the Deliverables.

6.4 Professional Services Feedback and General Learning. At its option, Customer may provide feedback and suggestions about the Professional Services to Sift ("**Professional Services Feedback**"). If Customer provides Professional Services Feedback, then Sift may use that Professional Services Feedback without restriction and without obligation to Customer. Customer agrees that Sift is free to reuse all generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to the Deliverables or acquired during performance of the Professional Services (including without limitation, that which it could have acquired performing the same or similar services for another customer); *provided*, that Sift will not use or disclose any of Customer's Confidential Information in violation of the Agreement.

7. Warranties and Remedies.

7.1 Sift Warranty. Sift will perform the Professional Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Professional Services. Sift will use Personnel with the requisite skills, experience, and qualifications to perform the Professional Services.

7.2 Remedies. Sift's entire liability and Customer's sole remedy for Sift's failure to provide Professional Services that conform with Section 7.1 will be for Sift to at its option: (a) use commercially reasonable efforts to re-provide the Professional Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Professional Services.

8. Insurance. During the term of the Agreement, each party will maintain, at its own expense, appropriate insurance coverage applicable to performance of the party's respective obligations under the Agreement, including this Addendum, including general commercial liability, worker's compensation, and professional liability.



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Careers	APIs	System status	Professional Services
Platform	Client Libraries	Trust & Safety University	Patents
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