

Terms of Use Agreement

Last Updated Date: May 24, 2024

Welcome and thank you for your interest in Unum ID Inc., known as Verified (“Unum ID”, “Verified”, “we” or “us”). This Terms of Use Agreement (“Terms of Use”), together with any applicable Supplemental Terms (as defined in Section 1.2) (collectively, with the Terms of Use, the “Agreement”) describes the terms and conditions that apply to your use of the website located at <https://www.verified.inc> (collectively, the “Website”) and the services or other resources available on or enabled via our Website, including but not limited to our Verified Email service and digital ID card (“Digital ID”) service powered by our web wallet (collectively, with our Website, the “Services”).

Key Disclosures

Legal Agreement: PLEASE READ THIS AGREEMENT CAREFULLY. THESE TERMS OF USE GOVERN THE USE OF THE SERVICES AND APPLIES TO ALL INTERNET USERS VISITING THE SERVICES. BY ACCESSING OR USING THE SERVICES IN ANY WAY, INCLUDING BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH VERIFIED, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THIS AGREEMENT, AND IN WHICH CASE, ALL REFERENCES TO “YOU” OR “YOUR” IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.**

Arbitration: PLEASE BE AWARE THAT SECTION 12 (DISPUTE RESOLUTION) CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Changes to this Agreement: PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY VERIFIED AT ANY TIME. When changes are made, Verified will make a new copy of the Terms of Use and/or Supplemental Terms, as applicable, available on the Website. We will also update the “Last Updated” date at the top of the Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 (Registering Your Account) below) we will also send an e-mail with an updated copy of the Agreement to you at the last e-mail address you provided to us pursuant to the Agreement. Unless otherwise stated in such update, any changes to the Agreement will be effective immediately for new users of the Services. Verified may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. **IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICES.**

Terms and Conditions

1. USE OF THE SERVICES. The Services and the information and content available on the Services are protected by copyright laws throughout the world. Unless otherwise specified by Verified in a separate license, your right to access and use any and all of the Services is subject to the Agreement.

1.1. Digital ID. You may be provided with the ability to opt into the creation of your Digital ID using information from Third-Party Materials (defined in Section 8.1) from Verified's network of issuers (each, an "Issuer"). You may then have the ability to use your Digital ID to verify your identity with certain third parties (each, a "Relying Party") who approve of the applicable Issuer.

(a) Consent. By clicking "I Accept" or checking the "I Consent" checkbox, you hereby consent to the creation of a Digital ID using Third-Party Materials from the relevant Issuer whom you designate or with whom you have a relationship. For each Relying Party with whom you share your Digital ID, you consent to Verified sharing your Digital ID with each such Relying Party. Verified has no control over how an Issuer or Relying Party will use your Digital ID and expressly disclaims any liability with respect to an Issuer's or Relying Party's use of your Digital ID.

(b) Software. Use of any software and associated documentation in connection with your Digital ID ("Software") is governed by the terms of this Agreement. At no time will Verified provide you with any tangible copy of our Software. Copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. Subject to your compliance with this Agreement, Verified grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Service in the manner permitted by this Agreement. Some Software may be offered under an open source license that we make available to you. There may be provisions in the open source license that expressly override this Agreement.

(c) Representations; Disclaimers. YOU REPRESENT AND WARRANT THAT THE INFORMATION USED TO CREATE YOUR DIGITAL ID IS TRUE, CURRENT AND ACCURATE. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE INDEPENDENTLY VERIFIED THE INFORMATION IN YOUR DIGITAL ID PRIOR TO PROVIDING YOUR DIGITAL ID TO ANY RELYING PARTY TO ENSURE THE INFORMATION IS TRUE, CURRENT AND ACCURATE. VERIFIED EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR VALIDITY OF ANY INFORMATION IN YOUR DIGITAL ID.

1.2. Supplemental Terms. Your use of, and participation in, certain aspects of the Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be set forth in attachments to the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service.

1.3. Updates. You acknowledge and agree that Verified may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.4. Company Communications.

(a) By entering into this Agreement or using the Services, or otherwise providing us with your telephone number or email address, you agree to receive communications from us and our affiliates and representatives, which may include (without limitation) e-mails, transactional SMS, MMS and other text message, and/or push notifications (“**Communications**”). Communications may be directed to any telephone number or email address that you supply to us in connection with your creation of an Account or use of the Services or that you otherwise agree we may use to communicate with you. Communications from us may include, but are not limited to, informational, transactional and operational communications concerning your Account or the use of the Services. If you provide us with your email address, you agree we may use it to send you offers, promotions, updates concerning new and existing features on the Services, and news concerning Verified and industry developments. To opt out of promotional emails, follow the unsubscribe options in the promotional email, itself.

(b) You may also opt in to receive SMS/MMS and other text messages for marketing and other promotional purposes. Regardless of the opt-in method you use to enroll, you agree that your use of the Services is governed by these Terms. IF YOU OPT-IN TO RECEIVE PROMOTIONAL TEXT MESSAGE COMMUNICATIONS, YOU AUTHORIZE THE COMPANY TO SEND OFFERS, PROMOTIONS AND OTHER MARKETING-RELATED COMMUNICATIONS VIA TEXT MESSAGE TO THE TELEPHONE NUMBER YOU SPECIFY AND REPRESENT THAT YOU ARE AUTHORIZED TO RECEIVE MOBILE MESSAGES AT SUCH NUMBER. YOU AGREE THAT TEXT MESSAGES MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY. Message frequency will vary. You also agree that carrier Message and Data Rates may apply to any text messages you receive in accordance with your carrier rate plan. YOUR CONSENT TO RECEIVE AUTODIALED PROMOTIONAL TEXT MESSAGES IS NOT REQUIRED AS A CONDITION OF ANY PURCHASE. To opt out of text messages, you can reply with the word “STOP” to any text message you receive from us (whether transactional or promotional) at any time. However, you acknowledge that opting out of receiving text messages may impact your use of the Services. When you opt-out, you agree we may send you an opt-out confirmation message. For support or assistance, text HELP in reply to any text message you receive from us or email us at [INSERT]. We may change any short code or telephone number we use to operate the Services at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages. We and the wireless carriers supported by the Services are not liable for any failed, delayed or undelivered messages. If you change your mobile phone number, you agree to opt out of the Services first.

2. REGISTRATION.

2.1. Registering Your Account. In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Services (“**Account**”) or has a valid account on the social networking service (“**SNS**”) which the user has connected to the Services (each such account, a “**Third-Party Account**”).

2.2. Access Through a SNS. If you access the Services through a SNS as part of the functionality of the Services, you may link your Account with Third-Party Accounts, by allowing Verified to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Verified and/or grant Verified access to

your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Verified to pay any fees or making Verified subject to any usage limitations imposed by such third-party service providers. By granting Verified access to any Third-Party Accounts, you understand that Verified may access and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services (collectively, “**Content**”) that you have provided to and stored in your Third-Party Account (“**SNS Content**”). Unless otherwise specified in this Agreement, all SNS Content is Your Content (as defined in Section 3.3 (Types of Content) below) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable, or Verified’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Services. You may have the ability to disable the connection between your Account and your Third-Party Accounts at any time through your Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND VERIFIED DISCLAIMS ANY LIABILITY FOR INFORMATION, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION, THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Verified makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Verified is not responsible for any SNS Content.

2.3. Registration Data. In registering an Account on the Website, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that you are (i) at least eighteen (18) years old; and (ii) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account with anyone, and you agree to notify Verified immediately of any unauthorized use of your Account or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Verified has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Verified has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Verified reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Verified, or if you have been previously banned from any of the Services.

2.4. Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be

owned by and inure to the benefit of Verified. Verified reserves the right to terminate your Account if it has been inactive for one hundred eighty (180) days.

2.5. Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. OWNERSHIP AND RESPONSIBILITY FOR CONTENT.

3.1. The Services. Except with respect to Your Content (defined below), you agree that Verified and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, audiovisual effects, methods of operation, moral rights, documentation, and Verified software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Services.

3.2. Trademarks. The Verified name and logo and all related graphics, logos, slogans, service marks and trade names used on or in connection with any the Services or in connection with the Services (including the Verified Email logo) are the trademarks of Verified and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

3.3. Types of Content. You acknowledge that all Content, including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Verified, are entirely responsible for all Content that you make available through the Services, including Content such as personally identifiable information in or related to your Digital ID (“Your Content”).

3.4. Your Content. Verified does not claim ownership of Your Content. However, when you make Your Content available on or through the Services, you represent that you own and/or have the necessary rights to Your Content to grant the license set forth in Section 3.5 (License to Your Content).

3.5. License to Your Content. You hereby grant Verified a non-exclusive, transferable, worldwide, fully-paid, royalty-free right (including any moral rights) and sublicensable (through multiple tiers of sublicensees) license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute and display Your Content (in whole or in part) solely for the purposes of operating and providing the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived such rights and validly and irrevocably granted to you the right to grant the license in this Section. You further agree that you, not Verified, are responsible for all of Your Content that you make available on or through the Services.

3.6. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Verified through its suggestion, feedback, forum, or similar pages (“Feedback”) is at your own risk and that Verified has no obligations (including without limitation obligations of

confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Verified a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Verified's business.

4. USER CONDUCT AND CERTAIN RESTRICTIONS. As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) make available any Content on or through the Services that: (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (ii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iii) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Verified's prior written consent; (iv) impersonates any person or entity, including any employee or representative of Verified; or (v) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement. The intellectual property rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Verified; (c) you shall not use any metatags or other "hidden text" using Verified's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; or (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Verified, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services terminates the licenses granted by Verified pursuant to the Agreement.

5. MONITORING AND ENFORCEMENT. Verified reserves the right to terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

If Verified becomes aware of any possible violations by you of the Agreement, Verified reserves the right to investigate such violations. If, as a result of the investigation, Verified believes that criminal activity has occurred, Verified reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Verified is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services in our possession in connection with your use

of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Verified, its Registered Users or the public, and all enforcement or other government officials, as Verified in its sole discretion believes to be necessary or appropriate.

6. INDEMNIFICATION. You agree to indemnify and hold Verified, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Verified Party**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your Content; (b) your use of, or inability to use, the Service; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. Verified reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Verified in asserting any available defenses. This provision does not require you to indemnify any of the Verified Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

7. DISCLAIMER OF WARRANTIES AND CONDITIONS.

7.1. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. VERIFIED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

(a) VERIFIED PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. VERIFIED MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VERIFIED OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(d) FROM TIME TO TIME, VERIFIED MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT VERIFIED’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

7.2. No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT VERIFIED PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD VERIFIED PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

7.3. Third-Party Materials. AS A PART OF THE SERVICES, YOU MAY HAVE ACCESS TO, OR MAY MAKE AVAILABLE TO OR REQUEST THAT VERIFIED ACCESSES, THIRD-PARTY MATERIALS (AS DEFINED IN SECTION 8.1). YOU AGREE THAT IT IS IMPOSSIBLE FOR VERIFIED TO MONITOR SUCH MATERIALS AND THAT YOU ACCESS, OR MAKE AVAILABLE TO, OR REQUEST THAT VERIFIED ACCESSES THESE MATERIALS AT YOUR OWN RISK.

7.4. Digital IDs. VERIFIED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE SUFFICIENCY OR ADEQUACY OF YOUR DIGITAL ID FOR USE WITH ANY THIRD PARTY. RELYING PARTIES MAY REQUIRE ADDITIONAL STEPS, INFORMATION COLLECTION, OR VERIFICATION PROCEDURES TO CONFIRM YOUR IDENTITY WHICH ARE OUTSIDE OUR CONTROL. RELYING PARTIES DETERMINE THE ISSUERS FROM WHICH THEY ACCEPT DIGITAL IDS; VERIFIED PARTIES MAKE NO GUARANTEES OR REPRESENTATIONS THAT A DIGITAL ID FROM AN ISSUER WILL SUFFICE FOR ANY RELYING PARTY.

8. THIRD-PARTY SERVICES.

8.1. Third-Party Materials. The Services may contain links or otherwise permit you or Verified to access third-party websites, applications and/or materials hosted by third parties, including importing Content from such third parties ("**Third-Party Materials**"). If you click on a link or authorize Verified to access or import Third-Party Materials on your behalf, we will not warn you that you have left the Services and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Materials are not under the control of Verified. Verified is not responsible for any Third-Party Materials. Verified provides or accesses these Third-Party Materials only as a convenience to you and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Materials, or any product or service provided in connection therewith. You use or request Verified to access all Third-Party Materials at your own risk. If you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Materials, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9. LIMITATION OF LIABILITY.

9.1. Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL **VERIFIED** PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT VERIFIED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN VERIFIED PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A VERIFIED PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN VERIFIED PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

9.2. Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, VERIFIED PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO VERIFIED BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A VERIFIED PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A VERIFIED PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A VERIFIED PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

9.3. Content. VERIFIED ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

9.4. Exclusion of Damages. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9.5. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VERIFIED AND YOU.

10. TERM AND TERMINATION.

10.1. Term. The Agreement commences on the earlier of: (a) the date you first used the Services or (b) the date when you accept them (as described in the preamble above) and will remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

10.2. Termination of Services by Verified. If you have materially breached any provision of the Agreement, if Verified stops supporting the Services, or if Verified is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Verified has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Verified's sole discretion and that Verified shall not be liable to you or any third party for any termination of your Account.

10.3. Termination of Services by You. If you want to terminate the Services provided by Verified, you may do so by notifying Verified at any time in writing, at Contact@Verified.Inc.

10.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of all related information, files and Content associated with or inside your Account (or any part thereof). Upon termination of any Service, your right to use such Service will automatically terminate immediately. Verified will not have any liability whatsoever to you for any suspension or termination. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

10.5. No Subsequent Registration. If your registration(s) with, or ability to access, the Services or any other Verified community, is discontinued by Verified due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Verified community through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Verified reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

11. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Verified intends to announce such Services or Content in your

country. The Services are controlled and offered by Verified from its facilities in the United States of America. Verified makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

12. DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires users to arbitrate disputes with Verified and limits the manner in which you can seek relief from us.

12.1. Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any Services made available through the Website or provided by Verified, to any products sold or distributed through the Website, or to any aspect of your relationship with Verified, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify;; and (b) you or Verified may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

12.2. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent, California Registered Agent, Inc. at 1402 21st St Ste R Sacramento, CA 95811. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at <http://www.jamsadr.com> or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Verified will pay them for you. In addition, Verified will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

12.3. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Verified. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to

grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

12.4. Waiver of Jury Trial. YOU AND VERIFIED HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Verified are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 12.1 (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

12.5. Waiver of Class or Other Non-Individualized Relief. YOU AND VERIFIED AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 12.6, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Section 12.6 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Verified agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other disputes shall be arbitrated or litigated in small claims court. This Section 12.5 does not prevent you or Verified from participating in a class-wide settlement of claims.

12.6. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Verified agree that in the event that there are one hundred (100) or more individual requests to arbitrate (each, a "**Request**") of a substantially similar nature filed against Verified by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Verified.

You and Verified agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

12.7. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Contact@Verified.Inc, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Verified username (if any), the email address you used to set up your Verified Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

12.8. Severability. Except as provided in Section 12.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any dispute that you have with Verified as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

12.9. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Verified.

12.10. Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Verified need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action

relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

12.11. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Verified makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Verified at the following address: Contact@Verified.Inc. Unless you reject the change as set forth above, your continued use of the Website and/or Services, including the acceptance of products and services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Use and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate disputes arising out of or relating in any way to your access to or use of the Services or of the Website, any communications you receive, the Services, or these Terms of Use, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Verified will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms of Use.

13. GENERAL PROVISIONS.

13.1. Electronic Communications. The communications between you and Verified may take place via electronic means, whether you visit the Services or send Verified e-mails, or whether Verified posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Verified in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Verified provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

13.2. Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Verified's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13.3. Force Majeure. Verified shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

13.4. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at Contact@Verified.Inc. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

13.5. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Verified agree that all claims and disputes arising out of or relating to

the Agreement will be litigated exclusively in the state or federal courts located in San Francisco County, California.

13.6. Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

13.7. Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

13.8. Notice. Where Verified requires that you provide an e-mail address, you are responsible for providing Verified with your most current e-mail address. In the event that the last e-mail address you provided to Verified is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Verified's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Verified at the following address: Contact@Verified.Inc. Such notice shall be deemed given when received by Verified by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

13.9. Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.10. Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

13.11. Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Verified are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Verified products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

13.12.Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

13.13.Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.