

Apps Terms.

The data that TruNarrative uses within the Service is supplied by various third parties. TruNarrative is obliged under the terms of its agreement with such third parties to ensure that the Customer complies with the relevant provisions of the relevant Apps Terms. Customer agrees that following terms (as amended from time to time) apply to Customer with respect to its use of data provided through the Apps and constitutes a binding contract between the Customer and the relevant Apps provider and will be directly enforceable by it.

Veratad Technologies, LLC

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Throughout this Terms of Service Agreement ("TOS"), "You and/or Your", whether in upper or lower case, means an individual or a legal entity exercising rights under this TOS. For legal entities, "You or Your" may include but not be limited to any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity. "Veratad" means Veratad Technologies LLC.

1. Description of the Verification Services.

Veratad's verification services, which are provided solely for the purposes of consumer identity and/or address and age verification (the "Verification Services"), in connection with fraud prevention and transactional completion in Your business. We reserve the right to modify the Verification Services from time to time, for any reason, and without notice, including the right to terminate the Verification Services. Unless explicitly stated otherwise, any new Verification Services, including changes, updates and new versions of the Verification Service, shall be subject to this TOS.

2. Disclaimer of Warranty.

Veratad and its service providers disclaim all warranties or representations, express or implied, oral or written, including, without limitation, warranties of merchantability, fitness for a particular purpose, title or non-infringement. Veratad and its service providers do not warrant that its services are error-free or that they will operate without interruption nor does Veratad and its service providers make any warranty with respect to the quality, reliability, timeliness or security of the Verification Services (including the existence or non-existence of any viruses or other destructive elements within the Verification Services). Veratad and its service providers make no guarantee as to the availability of Verification Services and is not responsible for any loss of information resulting from discontinuance of Verification Services, network or system outages, file corruption, or any other reasons.

3. Verification Services Limitations.

By accepting this Term of Service (TOS) You are granted a restricted license to use Verification Services which are provided solely for the purposes of consumer identity, address and age verification in connection with fraud prevention and transactional completion in Your business, provided however, that in no event may the Verification Services be used in connection with transactions involving illegal activities or violations of law, rules or regulations.

You acknowledge that You will comply at all times with all relevant US Federal and State laws regarding the use of Verification Services, including but not limited to the Federal Wire Act. You agree to limit its use to these stated purposes, and to take appropriate measures so as to protect against the misuse of any information provided by the Verification Services. You shall not use the information provided by the Verification Services for any purpose that would violate any state or local statute, rule or regulations. To the extent applicable, You shall abide by all such legislation and rules and regulations as may be enacted or adopted after the date hereof. You acknowledge you are not a Consumer Reporting Agency and the information provided by Veratad and its service providers may not be used for any purpose that would violate privacy obligation policies and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the Federal Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), or any similar state or local statute, rule or regulations.

You also agree that if it is determined or reasonably suspected that You are re-selling or brokering the Verification Services, programs or computer applications, or violating any laws or regulations including those described herein, the delivery of the Verification Services may immediately terminate. You agree that you shall not re-produce, re-transmit, re-publish, or otherwise transfer for any commercial purposes the Verification Services data programs or computer applications. You acknowledge that

You retain no rights, title, or interest in and/or to the data, information, programs and computer applications provided by the Verification Services under applicable contractual, copyright, patent and related laws. You hereby understand and agree that any use of the Verification Services outside of this TOS is unauthorized and will be cause to terminate Verification Services.

4.Limitation of Warranty.

YOU ACKNOWLEDGE THE INFORMATION PROVIDED IN THE VERIFICATION SERVICE PROVIDED HEREUNDER HAS BEEN GATHERED FROM SELECTED NON-PUBLIC RECORDS AND OTHER SOURCES (“VERIFICATION DATA”) AND YOU AGREE TO ACCEPT THE VERIFICATION DATA “AS IS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: I) ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VERIFICATION SERVICES ARE HEREBY DISCLAIMED; II) NO GUARANTEE OR WARRANTY AS TO THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE VERIFICATION DATA OR THE COMPONENTS THEREOF IS GRANTED HEREUNDER AND III) NO WARRANTY IS MADE AS TO THE PROVISION OF UNINTERRUPTED OR ERROR-FREE VERIFICATION SERVICES, OR THAT THE VERIFICATION SERVICES ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR CORRUPTION.

5.Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL VERATAD OR ITS SERVICE PROVIDERS, DATA PROVIDERS AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES AND LICENSORS BE LIABLE TO YOU, ON ACCOUNT OF THE USE OR MISUSE OF THE VERIFICATION SERVICES OR RELIANCE ON THE VERIFICATION SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF VERATAD OR ITS DATA PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE VERIFICATION SERVICES, FROM INABILITY TO USE THE VERIFICATION SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE VERIFICATION SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

6.Indemnification.

By using the Verification Services you agree to indemnify Veratad, its service providers, data providers and their respective officers, members, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Verification Services regardless of whether such use is authorized by You. By using the Verification Services, You are hereby agreeing to release Veratad its service providers, data providers and their respective officers, members, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Verification Services. YOU HEREBY AGREE TO WAIVE YOUR RIGHT UNDER ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES.

In addition, You acknowledge any Veratad third-party service providers, data providers and their respective officers, employees, and licensors shall not be liable to You for any loss or injury arising out of or caused in whole or in part by acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering Verification Services. You hereby agree to protect, indemnify, defend and hold harmless any Veratad third-party service providers, data providers and their respective officers, employees, and licensors in connection with the Verification Services from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by You.