

Website Terms

Intercheck Global Pty Ltd., a subsidiary of Certn Holdings Inc. ("**Certn**", "**we**", "**us**" or "**our**") provides the content and services available on this website, including any applicant or consumer portals (the "**Website**"). Except as otherwise provided herein, these website terms (the "**Terms**") shall govern your access to and use of the services, including features and content available on this Website and other websites offered by Certn, its affiliates and partners, including but not limited to: obtaining, delivering, and managing background screening reports and related documentation; obtaining status information regarding background screening reports; Certn's processes for generating background screening reports and resolving potential inaccuracies; requesting a copy of your consumer file; and/or any disputes relating to your background screening report (collectively, the "**Services**"). Your access to, review of, and/or use of the Services is conditioned on your acceptance of and compliance with these Terms.

General

1. By accessing the Website and/or using the Services, you agree to be bound by these Terms and our Privacy Policy, as well as any additional service terms governing your use of a particular Service, all of which are incorporated herein by reference. The provisions contained in these Terms are in addition to, and do not override, any service agreement signed by you related to the Services (the "**Services Agreement**"). **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE OR ACCESS THE WEBSITE.**
2. You must be 18 years old, or the age of majority in your jurisdiction, in order to generate a background check or use the Services. This Website is not directed to children under 13 years old. If you are under 13 years old, you may not provide personal information to us, make a purchase on the Website, or register on the Website.
3. Certn may revise the Terms at any time without notice to you. The revised Terms will be effective when posted to the Website. Notwithstanding the foregoing, Certn will provide notice of any revisions that may substantively impact or restrict your use of the Website and/or Services.
4. These Terms apply to any and all Certn customers and users of Certn's Services, including but not limited to individuals, small and large businesses, and nonprofit organizations, as well as all others who access the Services, including but not limited to website visitors and users of affiliate websites which allow access to the Services. If you use the Services on behalf of a business entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.
5. Subject to the age restrictions outlined above, you may be able to submit information to us through your use of the Services. You agree to provide us with accurate information about yourself, including any information you may submit for background checks conducted about or requested by you. You further agree that your submission of such information is subject to our Privacy Policy. If you are requesting a background check on yourself through the Website, you warrant that: (a) you are the individual the information relates to, (b) you have the right and authority to provide the information submitted, (c) all information you disclose is true, accurate and not misleading (including by omission), and (d) providing such information does not infringe any legal obligation you may have to any third party. Further, you are responsible for ensuring that you are legally permitted to order and use the Services in your jurisdiction. This includes compliance with all local laws, regulations, and eligibility requirements. Certn accepts no

liability for rejected, invalid, or unlawful applications made by ineligible users, and it is solely your responsibility to confirm that your request complies with jurisdictional restrictions.

6. To the extent these Terms conflict with your Services Agreement, the Services Agreement governs.

Restrictions

7. You agree not to access or use the Website for any unlawful purpose or for any other purpose other than that for which Certn makes it available. You acknowledge that you shall not: (a) transmit data that is illegal, harmful, threatening, insulting, disturbing, injurious, obscene, defamatory, unacceptable from a racial or ethnic perspective; (b) violate any our Intellectual Property Rights; (c) unlawfully gather information about others; (d) use any information obtained from the Website in order to harass, abuse, or harm another person; (e) attempt to impersonate another User or person or use the username of another User; (f) publish or otherwise transmit any malicious software or other computer codes, files or programs designed to interrupt, disrupt or restrict the operation of our Website, our computer software, hardware, telecommunications equipment or to disrupt the normal transactions onto our Website; (g) use any robot, spider, offline reader, site search, retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the structure or presentation of the Website, its contents, or any processed data; (h) make improper use of our support services, submit false requests, or make any speculative or fraudulent background request orders; (i) modify, adapt, sub-license, “frame”, “mirror”, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Website or Services thereto; (j) use, or attempt to use, the Website for unauthorized purposes; (k) use the Website for the benefit of any third party without Certn’s prior written permission; (l) create derivative works based on the Website or use the Website to develop a competitive product offering; or (m) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Website.

User Account

8. You may need to register an account with Certn in order to utilize the Services. You are responsible for maintaining the confidentiality of your account, username, and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur with your permission or authorization under your account, username and/or password. If you are accessing and using the Website and Services on someone else’s behalf, you represent that you have the authority to bind that person as the principal to all Terms provided herein. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in our best interest to do so.

Third-Party Services

9. At your sole discretion, you may choose to take advantage of certain services offered through the Website that are created, offered, supported and maintained by third parties (“**Third-Party Developers**”) unaffiliated with Certn or its affiliates (collectively, “**Third-Party Services**”). Notwithstanding anything to the contrary in these Terms, you acknowledge and agree that: (a) you access or deploy Third-Party Services through the Website at your sole discretion; (b) you should read the terms and conditions and privacy policies associated with any Third-Party Services which govern your use of such Third-Party Services; and (c) Certn does not own or control Third-Party Developers or the Third-Party Services.

10. Certn does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Third-Party Services. You agree that you bear all risks associated with using or relying on Third-Party

Services.

Intellectual Property and Limited License

11. All intellectual property rights related to the Website and Services shall be owned by Certn absolutely and in their entirety. These rights include database rights, patents, copyrights, trademarks (whether registered or unregistered), trade secrets, design rights (whether registered or unregistered) know-how, mask works, moral rights, and all similar rights that may exist now or later in any jurisdiction, including without limitation any applications and registrations for the foregoing, and the Certn name, logos, designs, domain names, graphics, icons, scripts, service marks, features, functions, text, graphics, button icons, scripts, service marks, images, software, data compilations and other distinctive brand features, and the compilation and organization thereof (collectively, **"Intellectual Property Rights"**). All such Intellectual Property Rights are and will remain the exclusive property of Certn and its subsidiaries, affiliates, partners and licensors, and are protected by Canadian, United States and international laws, including laws governing copyrights and trademarks. Except as explicitly provided herein, or as required under applicable law, nothing in these Terms gives you a right to use the Intellectual Property Rights, and neither the Services nor any portion of the Website may be used reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.
12. Subject to these Terms, Certn grants you a worldwide, limited, revocable, non-exclusive license to access and use the Website and Services as they are provided to you by Certn for your personal, non-commercial use only. The license is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Certn's prior written permission, which it may withhold in its sole discretion. You acknowledge that Certn is the owner and licensor of the Intellectual Property Rights and that your use of the Intellectual Property Rights confers no additional interest in or ownership of the Intellectual Property Rights. Violation of any provision of this license may result in immediate termination of the license, in Certn's sole discretion.
13. We may invite you to chat or participate in blogs, online forums and other functionality and may provide you with the opportunity to create, submit, publish, or broadcast content and materials to our Website and/or to or via the Website, forms, emails, chat agents, popups, including, without limitation, text, writings, video, audio, photographs, graphics, comments, suggestions or other material (collectively **"Contributions"**). Any Contributions you transmit to Certn will be treated as non-confidential and non-proprietary.

Authorization for Background Check

14. The Services may allow you to request a copy of your background check or background reports about you. By requesting this Service, you authorize Certn and its contractors/providers to use the information you provide for the purpose of conducting background checks and producing reports for you, in accordance with our Privacy Policy. You agree that Certn has no obligation to monitor or edit the information you submit to us and that you are solely responsible for the completeness and accuracy thereof.

Fees

18. In connection with your use of the Services, Certn may charge certain fees (**"Fees"**) when you order a background screening report. Fees shall be payable in advance by credit card. You agree to pay all applicable Fees or charges based on the terms then in effect. Once Services have been initiated, Fees are nonrefundable. Payment processing services provided by our third-party payment processor are subject to its terms.

Termination

19. You agree that Certn will not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Website or Services. If Certn reasonably believes a fraudulent order has been made, or if you breach these Terms or applicable laws, Certn may cancel any Service requests without refund, restrict your future use of the Services, and report to relevant authorities.

Disclaimer, Disputes, Corrections, Deletions

20. Except where expressly provided otherwise, the Website is provided on an “as is” and “as available” basis. Certn expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the Website and all content provided on, or through, the Website. Certn makes no warranty that: (a) the Website or content will meet your requirements; (b) the Website will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Website, or any content provided on or through the Website, will be absolutely accurate, error-free or reliable; or (d) any content obtained by you on or through the Website will meet your expectations.
21. You acknowledge that: (i) the Website uses the internet for data transfer and internet-connected servers to store background information, sometimes with third-party providers, using industry standard security measures; and (ii) no security measures are 100% effective.
22. At any time, and in accordance with our Privacy Policy, you may request to have any identified inaccuracies associated with your personal information corrected. You may also request that Certn delete personal information previously provided to us, to the extent permitted by applicable law.
23. Following receipt of your background screening report, you may dispute the accuracy or completeness of the results by contacting us. Certn will use reasonable efforts to confirm or complete the information and correct, supplement, or delete incorrect or incomplete information, in accordance with applicable law.

Indemnification

24. You shall indemnify and hold harmless Certn, its affiliates, and subsidiaries and their respective officers, directors, employees, and agents from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by you of these Terms (ii) your violation of applicable laws or ordinances, or (iii) your negligence, misconduct, recklessness, or errors or omissions.

Limitation of Liability

25. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CERTN AND ITS SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (a) INTERRUPTION OF SERVICES; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES, OR MALFUNCTIONS WHICH MAY

OCCUR IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES; (f) ANY INACCURACIES, ERRORS OR OMISSIONS IN CONTENT OR (g) EVENTS BEYOND OUR REASONABLE CONTROL.

26. FURTHER, CERTN WILL NOT BE LIABLE IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE OR YOUR USE THEREOF, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICES, EVEN IF CERTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT EXCEED THE AMOUNT PAID TO CERTN OR ITS PARTNERS UNDER FOR THE SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES.
27. CERTN IS NOT LIABLE FOR THE OUTCOMES OF THE RESULTS. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE CONTENTS OF THE REPORTS IS TO DISPUTE THE RESULTS.
28. THE FOREGOING PARAGRAPHS SHALL NOT EXCLUDE OR LIMIT LIABILITY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT OF CERTN OR ITS EMPLOYEES.
29. Some jurisdictions do not allow the disclaimer or exclusion of certain warranties of the disclaimer, exclusion, or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set out in these Terms do not apply to you and all other terms will remain in full force and effect.

Governing Law

30. All matters relating to the Services and your access to, and use of, the Website and content provided on or through the Website, will be governed by the laws in the province of British Columbia and the federal laws of Canada applicable therein.

Miscellaneous

31. The parties are independent contractors. Nothing contained in these Terms shall be construed as creating any employment, agency, partnership, franchise, joint venture, or other form of joint enterprise or authority to bind the other party.
32. Any waiver of a provision of these Terms will only be valid if provided in writing and applies only to the specific occurrence so waived. Failure to enforce any provision will not constitute a waiver.
33. Nothing in these Terms will limit a party's ability to seek equitable relief.
34. Certn will not be responsible for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to labor disputes, strikes, internet or telecommunications failures, shortages of supplies, war, terrorism, riot, governmental action, pandemic, acts of hackers or other malicious third parties, or general internet outages.
35. Section headings are not to be used in the interpretation hereof.
36. In the event that any of the provisions in the Terms are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Terms

Notices and Consent to Receive Notices Electronically

37. You consent to receive any agreements, notices, disclosures and other communications (collectively, "**Notices**") to which these Terms refer from us electronically including without limitation by e-mail or by posting notices on this Website. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing.
38. By using the Services, you agree to transact electronically through the Website. You agree that an electronic signature is the legal equivalent of a manual signature, and that your use of a keyboard, mouse or other device to select an item, button, or similar action constitutes a valid signature. No certification authority or third-party verification is required to validate an electronic signature. If you wish to withdraw your consent to transact electronically, you may contact us at support@certn.co.
39. Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.
40. If you have any questions about these Terms, you can contact customer support via email sent to support@certn.co.