

## Website Terms

Certn Holdings Inc., including its affiliates Certn (Canada) Inc., Certn (USA) Inc., Certn (UK) Ltd., InterCheck Global Pty Ltd., Certn (Australia) Pty Ltd., Certn (EU) s.r.o. and any other wholly owned subsidiaries (“**Certn**”, “**we**”, “**us**” or “**our**”) provides the content and services available on this website, and related pages under Certn’s control (collectively, the “**Website**”). These Website Terms of Use (the “**Terms**”) apply to visitors and users of Certn’s public-facing websites.

### 1. General

- a. By accessing or using the Website, you agree to be bound by these Terms and our Privacy Policy. If you later order or use any background screening, verification, or related services through the Website (the “**Services**”), additional terms and conditions will apply to your use of those Services. These Terms are in addition to, and do not replace or override, any such service-specific terms or agreements. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE.
- b. Our Services are intended for individuals who are at least the age of majority in their jurisdiction. If you are under the age of majority, you should not use the Services or provide personal information through the Website. This Website is not directed to children under 13 years old, and if you are under 13, you are strictly prohibited from accessing or using the Website in any manner.
- c. Certn may revise these Terms at any time without notice to you. The revised Terms will be effective when posted to the Website.
- d. To the extent that these Terms conflict with any separate written agreement you have entered into with Certn governing the Services, the terms of that separate agreement will prevail.

### 2. Restrictions

- a. You agree not to access or use the Website for any unlawful or unauthorized purpose. Without limiting the foregoing, you shall not:
  - upload, transmit, or distribute any material that is unlawful, harmful, defamatory, obscene, or otherwise objectionable;
  - infringe or misuse any intellectual property or proprietary rights of Certn or others;
  - attempt to gain unauthorized access to the Website or interfere with its operation;
  - use any automated tools (including robots, scrapers, or crawlers) to access or collect data from the Website;
  - introduce viruses, malware, or other harmful code;
  - impersonate any person or entity or misrepresent your affiliation; or
  - reproduce, modify, distribute, or create derivative works from the Website without Certn’s prior written consent.
- b. Certn reserves the right to suspend or terminate access to the Website for any conduct that it reasonably believes violates these Terms or is otherwise harmful to Certn, its users, or the public.
- c. You may not access or use the Website if you are located in a jurisdiction where such access is prohibited under applicable export or data-protection laws.

### 3. Third-Party Services

- a. 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 (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.
- b. 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.
- c. Links on the Website to third-party sites are provided for convenience only. Certn does not control or endorse such sites and is not responsible for their content or accuracy.

#### **4. Intellectual Property and Limited License**

- a. All intellectual property rights in and to the Website and its contents, including without limitation all text, graphics, images, icons, software, designs, trademarks, trade names, and other materials (collectively, the "**Content**"), together with the compilation and arrangement thereof, are and shall remain the exclusive property of Certn, its affiliates, licensors, or other content providers. Such rights are protected by copyright, trademark, and other applicable intellectual property laws in Canada, the United States, and internationally.
- b. Certn grants you a limited, revocable, non-exclusive, and non-transferable license to access and use the Website and the Content for your personal, non-commercial purposes only, in accordance with these Terms. Except as expressly permitted herein or as required under applicable law, you may not copy, modify, reproduce, distribute, display, perform, create derivative works from, or otherwise exploit any part of the Website or the Content without Certn's prior written consent.
- c. All Certn names, logos, product and service names, designs, and slogans are trademarks of Certn or its affiliates and may not be used without prior written authorization. Any unauthorized use of the Website or Content will terminate the limited license granted herein and may violate applicable laws.
- d. If you choose to submit comments, suggestions, feedback, or other materials through the Website ("**Contributions**"), you agree that such Contributions are non-confidential and shall become the property of Certn. Certn shall have the unrestricted right to use, reproduce, modify, adapt, publish, or otherwise exploit such Contributions for any lawful purpose without acknowledgment or compensation to you.

**5. Termination.** 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. If you breach these Terms or applicable laws, Certn may restrict your future use of the Website or the Services, and report to relevant authorities.

#### **6. Disclaimer.**

- a. 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 accurate, error-

free or reliable; or (d) any content obtained by you on or through the Website will meet your expectations.

- b. 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.

**7. Indemnification.** You agree to indemnify and hold harmless Certn, its affiliates, and their respective officers, directors, employees, and agents from any claims, losses, damages, liabilities, and expenses (including reasonable legal fees) arising out of or related to your use of the Website, your violation of these Terms, or your violation of any applicable laws.

## **8. Limitation of Liability**

- a. To the fullest extent permitted by law, Certn and its affiliates will not be liable for any indirect, incidental, consequential, special, or punitive damages, or for any loss of profits, data, or goodwill, arising from or related to your use of, or inability to use, the Website or its content—even if Certn has been advised of the possibility of such damages.
- b. Certn's total liability to you for any claim related to the Website shall not exceed one hundred Canadian dollars (CAD \$100).
- c. Nothing in these Terms limits or excludes liability for gross negligence, fraud, or willful misconduct. Some jurisdictions do not allow certain exclusions or limitations of liability; in such cases, these exclusions and limitations apply only to the extent permitted by law.

**9. Governing Law.** All matters relating to 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.

## **10. Miscellaneous**

- a. 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.
- b. 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.
- c. Nothing in these Terms will limit a party's ability to seek equitable relief.
- d. 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.
- e. We do not guarantee that the Website or any content will always be available or uninterrupted. We may suspend, withdraw, or restrict availability for business or operational reasons.
- f. Section headings are not to be used in the interpretation hereof.
- g. 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.

## **11. Notices and Consent to Receive Notices Electronically**

- a. By using the Website or 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](mailto:support@certn.co).
- b. 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.
- c. For privacy-related questions, please contact us at [privacy@certn.co](mailto:privacy@certn.co). For all other Website inquiries, contact [support@certn.co](mailto:support@certn.co).