

SERVICE TERMS

These service terms ("**Terms**") contain the terms and conditions that govern your access to and use of the background check platform and portals offered by Certn (the "**Platform**") and is an agreement between Certn and you, or the entity you are authorized to represent ("**You**" or "**Your**"). These Terms take effect when You sign an order form, if applicable ("**Order Form**"), click the "Continue" button or checkbox presented with these terms or, if earlier, when You use any of Certn's service offerings (the "**Effective Date**"). You represent to Certn that You are lawfully able to enter into these Terms.

If You are entering into these Terms and creating an Account on behalf of an entity, such as the company You work for, You represent to Certn that You have legal authority to bind that entity. If You do not have such authority, or if You do not agree with these Terms, You must not click "Continue" and You may not use Certn's service offerings. If You are entering into these Terms and creating the Account for an End User, You as the Initial User, represent to Certn that You have legal authority to bind the End User. The End User will be liable for the actions of the Initial User and any Additional User. For avoidance of doubt, if the End User has signed an Order Form, or a separate master services agreement with Certn ("**MSA**"), these Terms will be subject to any terms agreed to within such document.

Certn may revise these Terms at any time without notice to You. The revised Terms will be effective when posted to the applicable website owned by Certn, including certn.co ("**Website(s)**"). Notwithstanding the foregoing, Certn will provide notice of any revisions that may impact or restrict Your use of the Website and/or Services.

1. DEFINITIONS.

- a. "**Account**" means the End User's account with Certn associated with the Initial User's email address, and any Additional User's email address, subject to validation by Certn.
- b. "**Additional Users**" means any affiliates, or subsidiaries of the Initial User or the End User who Certn has credentialed and approved in writing to access the Platform in accordance with these Terms.
- c. "**API**" means the application programming interface(s) including (i) invite flow; or (ii) quickscreen flow used to provide access to the Platform.
- d. "**Certn**" means Certn Holdings Inc. and its subsidiaries and affiliates, including without limitation Certn (Canada) Inc., Certn (USA) Inc., Certn (UK) Ltd., and InterCheck Global Pty Ltd..
- e. "**Certn Forms**" means any standard consent, disclosure, authorization, adverse action and notification forms made available by Certn for Your review upon request.
- f. "**Consumer**" means an individual applicant who is subject to the Services in support of their application for employment or engagement as an independent contractor by You, or for any other Permissible Purpose authorized by Certn during the credentialing process.
- g. "**Credit Bureau**" means as applicable TransUnion International UK Ltd., Equifax Canada Co, Equifax Information Services LLC or Equifax Workforce Solutions LLC, a provider of Equifax Verification Services or another approved credit bureau.
- h. "**Employment Purposes**" means the specific Permissible Purpose of a Report concerning the evaluation of individuals for employment, promotion, reassignment or retention as an employee or independent contractor.
- i. "**End User**" means the corporate entity making use of the Report in accordance with consumer reporting legislation, including the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq ("**FCRA**").

- j. **“Initial User”** means the initial representative of the End User with the full corporate power and authority to bind the End User of an account.
- k. **“Permissible Purpose”** means for (i) Employment Purposes, where the Consumer has given prior written permission; (ii) any other permissible purpose under the law (including Section 8 of the Consumer Reporting Act (Ontario) and Section 604(a) of the FCRA, as applicable); or (iii) in accordance with the GDPR, where the End User has determined the lawful basis for processing personal data (if End User is the controller) or obtained confirmation from the controller that the lawful basis has been determined (if End User requests the Services on behalf of the controller) as applicable; as declared by the End User prior to ordering.
- l. **“Report”** means a consumer report or other applicable screening product offered on the Platform, including reports containing credit information and Investigative Consumer Reports (if applicable), as defined under Section 603(d) of the FCRA.
- m. **“Services”** means verification and background screening services including the delivery and management of Reports and related documentation, and obtaining status information regarding the collection of such information.
- n. **“User”** means You, the Initial User, the End User and Additional Users, as applicable.

2. SERVICES.

- a. The Services are provided in accordance with the descriptions available to you within the Platform, API documents, or as set out in Your Order form, as applicable. It is Your responsibility to read and review the Service descriptions prior to ordering a Report.
- b. You agree to use the Reports and Platform in compliance with applicable laws, rules and regulations, whether federal, provincial, state, local or international, including but not limited to consumer reporting and data protection legislation (**“Laws”**).

3. INTERNATIONAL DATA PROCESSING TERMS.

The parties agree to abide by those terms and conditions set out in the [Data Processing Addendum](#) (the **“DPA”**) and any applicable data protection legislation with respect to the handling of Personal Information (as defined in the DPA), including any information, data and other content, in any form, provided, entered or uploaded to the Platform in connection with the Services.

4. CERTIFICATIONS.

- a. By entering into these Terms and/or creating an Account, and each time You request or access a Report, You are certifying that You, being the End User or a User acting as an agent of the End User, have direct knowledge of the facts and You certify and agree that:
 - i. You have a legitimate need and Permissible Purpose for ordering Reports and utilizing the Services;
 - ii. if the Report is applicable to a United States resident, such purpose is consistent with Section 604(a) of the FCRA and any comparable state specific purpose requirements;
 - iii. to the extent the Services are subject to the application of UK GDPR or EU GDPR or the Report is applicable to individuals residing in the United Kingdom or the European Union, that You have an explicit lawful basis aligned with the Permissible Purpose to enable the lawful processing of Personal Information, in accordance with the applicable data protection Laws;

- iv. that You will only request and use the Reports for the Permissible Purpose;
 - v. that You are acting in compliance with any additional provincial, state or local requirements for requesting, obtaining and using the Reports (including credit or criminal information, if applicable); and
 - vi. that the Consumer may have the right under applicable regulations to a copy of their Report, as such, if a request is made directly to You, You agree to provide a copy of the Report to the Consumer or to immediately pass on the request to Certn to provide a copy of the Report to the Consumer on Your behalf.
- b. To the extent You are requesting Reports within the United States or the Consumer is a resident of the United States:
- i. You acknowledge the receipt of and certify that You have reviewed and fully understand the following statutory notices:
 - [A Summary of Your Rights Under the FCRA](#);
 - [Remedying the Effects of Identity Theft](#); and
 - [Notice to Users of Consumer Reports – Obligations of Users Under the FCRA](#).
 - ii. If you are using our UK CORE platform, a quickscreen API or if Certn is not collecting consents or providing disclosures to Consumers on Your behalf, You agree and certify that prior to ordering a Report: (i) a clear and conspicuous disclosure will be presented to the Consumer in a document that satisfies all of the requirements of the FCRA as well as any applicable state or local Laws, (ii) the Consumer has authorized in writing the procurement of the Report by End User in accordance with applicable credit reporting, privacy and data protection Laws; and (iii), You shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report may include information as to the Consumer's character, general reputation, personal characteristics and/or mode of living, if applicable.
 - iii. Before taking any adverse action based in whole or in part on a Report, You must adhere to certain obligations and if Certn is providing End User with access to an adverse action tool, End User confirms that it has reviewed and utilized the appropriate adverse action/letters based on the Consumer's residence and place of work in accordance with the adverse action requirements, You also agree to the following:
 - A. Prior to issuing pre-adverse or adverse action letters, the End User shall seek the advice of independent legal counsel to ensure compliance with applicable Laws and regulations. Certn expressly disclaims any liability for reliance on the information contained in this section.
 - B. End User will not initiate the pre-adverse and adverse action notice process until: (i) Certn has completed all search components of the Report and/or Investigative Consumer Report, (ii) Certn has provided the complete Report and/or Investigative Consumer Report to End User, and (iii) End User has reviewed the contents of the Report and/or Investigative Consumer Report.
 - C. At a minimum, if using a Report for Employment Purposes, before taking any adverse action based in whole or in part on the Report, You must provide the Consumer with: (a) a pre-adverse action notice/letter stating that End User is considering taking adverse action; (b) a copy of the full and complete Report

including Certn's contact information; (c) a copy of the notice titled "A Summary of Your Rights Under the Fair Credit Reporting Act" and any applicable state summary of rights; and (d) a reasonable opportunity of time to correct any erroneous information contained in the Report.

D. If You thereafter take any adverse action with respect to an employment decision, or the Consumer is denied tenancy or any other adverse action is taken as related to any other permissible purpose described in Section 604(a) of the FCRA, You must provide a final adverse action notice to the Consumer to whom the Report relates in compliance with the FCRA and any applicable state Laws.

E. You acknowledge that, before taking adverse action based on a criminal record, the [EEOC Criminal History Guidance](#) recommends that You perform an individualized assessment and/or other considerations.

F. If You are taking adverse action in California, You shall comply with California Civil Code Sections 1785.20 and 1786.40 and provide Consumer with a written notice of his/her rights under the ICRA and the CCRAA, as defined below.

iv. You certify and understand that the End User (or You as an agent of the End User) is responsible for complying with federal, provincial, state and/or local regulatory requirements, restrictions and Laws, including but not limited to, data protection legislation, the FCRA, individualized assessments, as instructed by the Equal Employment Opportunity Commission, local Ban the Box laws, fair chance and fair hiring laws, HUD guidelines, and fair chance to housing laws.

c. Additional certifications. You certify and agree:

i. Not to use or attempt to use the Platform for unauthorized purposes or for the benefit of any unauthorized third party.

ii. To use each Report on a one-time use basis and within a reasonable period of time.

iii. To hold the Reports in strict confidence and not disclose the Reports in a manner inconsistent with applicable data protection Laws.

iv. To the extent Certn is not collecting consents, authorization and disclosures on the End User's behalf, that the End User shall collect and retain copies of all written authorizations and disclosures for a period of three (3) years and make such documentation available to Certn upon request.

v. That Certn may review End User records that are reasonably required to demonstrate compliance with these Terms at any time upon reasonable prior notice during the Term, and for three (3) years thereafter.

5. JURISDICTION SPECIFIC REQUIREMENTS.

a. **United States (Federal):** YOU ACKNOWLEDGE THAT THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

- b. **California:** You confirm You have read and understand your obligations under the Investigative Consumer Reporting Agencies Act (“**ICRAA**”), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act (“**CCRAA**”), California Civil Code Sections 1785.1 et seq., when ordering a Report in California. Further, if applicable, You will request and use Reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
- c. **Vermont:** You confirm You have read and understand the consumer reporting restrictions set out in [Section 2480e](#) when ordering any Reports in Vermont.
- d. **New York City, New York:** You, as the End User, or as an agent acting on behalf of the End User, shall comply with all applicable requirements under New York City Humans Rights Law (“**NYCHRL**”). You make the following certifications with respect to NYCHRL: (A) End User shall not obtain or evaluate criminal history information about an applicant or employee until after a conditional offer of employment, promotion, or transfer has been extended to him or her; (B) End User shall not inquire about or consider criminal history that is prohibited from being considered under NYCHRL; (C) End User shall engage in any required individualized assessment process before taking adverse action against a Consumer; and (D) End User shall follow all legally-required pre- and post-adverse action procedures including, but not limited to, ensuring all pre- and post-adverse action communications include all information required under the law and are sent at the appropriate times. Notwithstanding any limitations of liability set out in these Terms, You shall indemnify and hold harmless Certn, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers 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 End User’s failure to comply with NYCHRL.

6. SERVICE SPECIFIC CERTIFICATIONS.

- a. **USA MVR:** If You request MVRs and/or driving records, You certify and agree that You will do so in strict compliance with the US Driver’s Privacy Protection Act (“**DPPA**”, at 18 U.S.C. § 2721 et seq.) and any applicable state laws, specifically, You will use this information only in the normal course of business (i) to obtain lawful information relating to the holder of a commercial driver’s license, or (ii) to verify information provided by the Consumer.
- b. **USA SSN Trace:** If Reports include Social Security Number Trace (“**SSN Trace**”), You agree not to use SSN Trace results in any way, directly or indirectly, for Employment Purposes. Further, You agree that You will not use SSN Trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the DPPA (18.U.S.C. Section 2721 et seq.) or any other similar U.S. state or local statute, rule or regulation.
- c. **USA Criminal:** Certn offers county courthouse, federal, and multi-state/nationwide database level searches, to be ordered at Your discretion. You agree and acknowledge that Certn is not liable for any records that exist within unsearched databases. Certn only reports pending court matters and conviction records and will report a minimum of seven (7) years of conviction information, where allowed by any applicable fair credit reporting laws, unless End User provides additional reporting instructions in a separate document executed by the End

User and the Consumer. End User assumes full responsibility for determining whether reported information may be used in the jurisdiction where the Consumer lives, works, or is applying for work, as applicable.

- d. **UK Criminal:** If You request criminal record results on a Consumer resident in the United Kingdom, You agree to fully comply with the sections of the codes related to employers or clients of umbrella bodies of the Disclosure & Barring Service ("**DBS**"), Disclosure Scotland ("**DS**") and/or AccessNI ("**ANI**"), or relevant processing standards (each a "**Code**"), and specifically to: (i) ensure Consumers are aware of and receive a copy of the applicable Code at the start of the recruitment process; (ii) implement a written policy specifying the process and criteria used by the End User for employment, recruitment and/or hiring decisions regarding Consumers with criminal record history; (iii) notify Certn of who within Your organization is entitled to receive disclosure information and promptly notify Certn of any changes thereto; and (iv) unless the Background Check can be processed with a Digital ID Verification Check by Certn on Your behalf and You requested this, You shall comply with the process of ensuring the true identity of the Consumer in accordance with the relevant guidelines issues by DBS, DS or ANI from time to time.
- e. **UK Cifas:** If You request a Cifas Check in the Cifas Databases (as defined in the Cifas Insider Threat Database Handbook), You (i) warrant that You are a member of Cifas and that You shall not continue to request these checks if for any reason You are no longer a Cifas member; (ii) acknowledge that Certn is a Vetting Specialist (as defined in the Cifas Insider Threat Database Handbook) and You are a full filing member, and as such the majority of the responsibilities, requirements and actions set out in the Cifas Insider Threat Database Handbook will be borne by You and not Certn; (iii) shall indemnify and agree to hold Certn (including its affiliates) harmless against: (A) any and all claims or actions, damages, expenses and legal costs, which Certn (including its affiliates) may suffer or incur in connection with or arising from Your failure to comply with the terms of this section; (B) any and all claims for compensation and legal costs, which Certn (including its affiliates) may suffer or incur as a result of any contravention by You of any of the requirements of the Data Protection Legislation or any applicable Laws, who alleges to have suffered damage or distress with or arising from Your use of the Cifas Insider Threat Database Handbook; (C) any and all claims, actions, damages, loss, expenses and legal costs (on a full indemnity basis) which Certn (including its affiliates) may suffer or incur in connection with, or arising from, any claim that You have breached the Cifas Insider Threat Database Handbook, this indemnity is in addition, and without prejudice, to any other indemnity executed by You pursuant to the Cifas Insider Threat Database Handbook or these Terms and does not limit the force or effect of any such other indemnity in any way.

f. Digital ID Verification

- i. When using a certified identity service provider ("**IDSP**") to carry out identity checks utilizing Identification Document Validation Technology ("**IDVT**") for criminal record checks or right to work checks in the UK, Certn will be responsible for completing the identity verification. If You perform the identity verification independently, You shall be solely responsible for ensuring compliance with all applicable requirements, including adherence to the identity verification standards set forth by the DBS. For right to work checks, you must retain a clear copy of the Digital ID Verification output for the duration of employment and for two (2) years after the employment has ended. For DBS checks, data should be retained only as long as necessary for the purpose of the check, in compliance with data protection regulations. Certn (A) shall verify each Consumer's identity via IDVT's applicable Level of Confidence (as defined by the United Kingdom government's guide for IDVT, as amended

from time to time), being (1) Medium Level of Confidence for UK Right to Work and DBS Basic checks, and (2) High Level of Confidence for DBS Standard and Enhanced checks; and (B) agrees that the provision of the Digital ID Verification services shall be dependent on Certn and/or its subcontractor's status as a certified IDSP.

- ii. Where You receive the benefit of Certn's services as a certified identity service provider under the UK Digital Identity and Attributes Trust Framework ("**DIATF**"), You acknowledge and agree to the following fraud management obligations. You shall (A) promptly notify Certn at security@certn.co upon becoming aware of, or reasonably suspecting, any fraud, attempted fraud, or misuse of a Consumer's identity in connection with the Services, including (without limitation) impersonation, synthetic identity fraud, account takeover, or document fraud; (B) cooperate fully with any fraud investigation initiated by Certn, including by providing Certn with relevant information and records reasonably requested to support such investigation, subject to applicable data protection Laws; (C) implement and maintain internal processes proportionate to Your operations to detect and escalate suspected identity fraud relating to the Services; (D) where Certn notifies You of a suspected fraud incident or a higher-risk identity (including identities verified at a lower level of confidence, recently repaired identities, or identities associated with recent fraud activity), take such additional steps as Certn may reasonably direct to manage the risk, which may include enhanced verification measures or withholding reliance on the affected identity verification result; and (E) participate in structured information-sharing with Certn regarding detected fraud threats, in each case through secure channels designated by Certn, and in compliance with all applicable Laws. For the avoidance of doubt, Certn is responsible for maintaining its fraud monitoring systems and conducting annual fraud audits as required under the DIATF, and nothing in this section transfers those primary obligations to You. Your obligations under this section are limited to the supporting role described above, and the limitations and boundaries of liability between the parties set out in Sections 14, 15 and 16 of these Terms apply to this section.
- iii. Where You receive the benefit of Certn's services as a certified identity service provider under the DIATF, You acknowledge and agree to the following identity repair and recourse obligations. You shall (A) not take any action that would obstruct or unreasonably delay a Consumer's ability to seek identity repair or recourse through Certn, including the Consumer's right to report suspected identity theft and to request correction or restoration of their identity information; (B) where a Consumer notifies You of suspected identity theft or a disputed identity verification result in connection with the Services, promptly direct that Consumer to Certn's published identity repair support channels and, where the Consumer consents, notify Certn directly so that Certn may initiate its identity repair processes; (C) cooperate with Certn in supporting identity repair for affected Consumers, including by providing relevant records or transaction information reasonably requested by Certn to investigate and resolve the matter, subject to applicable data protection Laws; and (D) where Certn confirms that identity theft has occurred in connection with the Services and provides evidence to the affected Consumer to support their onward identity repair, give reasonable consideration to that evidence in any employment, engagement, or other decision relating to that Consumer. Certn is responsible for publishing accessible contact details for identity repair support, maintaining documented identity repair processes (including advising affected Consumers on protective measures, referral to Report Fraud, and relevant support services), and, where Certn can confirm identity theft has occurred, providing the Consumer with

evidence to support their onward identity repair. Nothing in this section creates any obligation on Certn to guarantee the outcome of any identity repair process or to compensate You or the Consumer for losses arising from identity theft by a third party, and the limitations and boundaries of liability between the parties set out in Sections 14, 15 and 16 of these Terms apply to this section.

g. **Credit Reports and Information:** If You request Credit Information, you agree to comply with all applicable state, provincial and federal requirements. Specifically, You understand and agree that:

i. **Validation Process:** Prior to ordering any information provided by a Credit Bureau ("**Credit Information**") from Certn, the Credit Bureau may require that the End User pass an on-site, virtual inspection of its business premises.

ii. **Additional Credit Certifications.** If Credit Information is requested:

A. Certn may, at the request of the Credit Bureau, conduct periodic audits of End User's compliance with these Terms, specifically the access to and treatment of Credit Information. Any failure to cooperate in a reasonable audit fully and promptly constitutes grounds for immediate suspension of service or termination of these Terms.

B. End User shall indemnify and hold harmless Certn and the Credit Bureau from any and all liabilities of whatever kind or nature that may arise from or relate to (i) the termination of access to Credit Information based on any findings of an audit requested by Credit Bureau; (ii) the dissemination or disclosure of Credit Information by End User, its employees, or agents, in contravention of the conditions set forth in the Terms or applicable Laws; or (iii) End User's wilful misconduct, fraud, gross negligence or violation of the Terms, notwithstanding any limitations of liability set out elsewhere in the Terms.

C. End User shall secure all hard and electronic copies of Credit Information within its offices and facilities, if applicable, so that unauthorized persons cannot easily access it;

D. End User shall shred or destroy all hard copies of Credit Information and delete or render unreadable any electronic files containing Credit Information, after it is no longer needed and when laws permit destruction;

E. End User shall secure all devices used to access Credit Information in a physically secure location, accessible only to Users, and implement reasonable security measures when the devices are not in use;

F. End User shall cooperate fully with Credit Bureau in the event of a breach involving End User's access to Credit Information through the Platform.

G. If End User is a landlord or property management firm, End User attests that if it is requesting Credit Information for pre-rental inquiry purposes, it has received a completed rental application from the Applicant that includes information required to reasonably identify the Applicant and the End User has duly reviewed the information.

iii. **Restricted Categories:** The End User certifies that it is not a(n): private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit

counseling firm, financial counseling firm, credit repair clinic, pawn shop, check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, businesses operating within apartments or unrestricted residential locations, individual seeking information for personal use, adult entertainment service of any kind, company locating missing children, third-party repossession company, company that charges advance fees for debt or mortgage assistance relief (excluding refinancing of a dwelling loan or services offered by attorneys), company issuing, selling, or operating through subscriptions (e.g., magazines, book clubs, record clubs), company or individual involved in spiritual counseling, or any entity that is not an end user or decision maker, unless approved in writing by Equifax. For clarity, if the End User is resident in the United Kingdom and the credit check is performed on current or former British residents, this provision does not apply.

- iv. **Credit Bureau Discretion:** The Credit Bureau reserves the right, at its sole discretion, to deny access to Credit Information to certain Users, even if they meet the qualifications set forth herein.
- v. **US Credit Scores:** If End User is using a US credit score, End User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.
- vi. **UK Credit:** Certn and the Credit Bureau will have the right to enforce the terms and conditions referred to herein in accordance with the United Kingdom Contracts (Rights of Third Parties) Act 1999.
- vii. **Exclusive Use and Confidentiality:** Any Credit Information shall be maintained with the utmost confidentiality, except when disclosure to others is authorized by the Consumer or permitted by applicable Laws. Users are strictly prohibited from obtaining Credit Information on themselves, associates, or any other individuals except in the course of their official duties and in connection with the Permissible Purpose. End User shall not under any circumstance sell, transfer, distribute or otherwise make any Credit Information provided to a User, available to, or use the Credit Information on behalf of, any other third party.
- viii. **Disclaimer of Accuracy and Liability Release:** Neither Certn nor the Credit Bureau make warranties or representations as to the suitability of the Credit Information for any particular purpose. End User acknowledges that End User is responsible for satisfying itself that the Credit Information is suitable for any use. End User acknowledges that data collected for the purpose of reporting Credit Information is obtained through potentially fallible sources and understands that accuracy is not guaranteed by Credit Bureau. End User releases Credit Bureau and its affiliated companies, agents, employees, and independent contractors from any liability, even in cases of negligence, arising from Credit Bureau, and from any losses or expenses incurred by End User, directly or indirectly, due to reliance on Credit Information.

7. SECURITY.

- a. End User shall maintain an information security program that contains administrative, technical, and physical safeguards appropriate to the End User's size and complexity and the nature and scope of its activities, and such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by Certn, (ii) protect against any anticipated threats or

hazards to the security or integrity of such information, and (iii) protect against unauthorized access, use, disclosure, modification, destruction or any other interference of such information that could result in substantial harm or inconvenience to any Consumer.

- b. In addition to the foregoing, End User will maintain a privacy or human resources policy that is clearly and accurately disclosed to Consumers and complies with applicable Laws and will maintain strict procedures to ensure that personnel are not able to use the Reports or personal information related thereto for improper, illegal or unauthorized purposes.
- c. You agree not to: (i) resell, copy, distribute, rent, lease, lend, sublicense or transfer the Platform or the Reports, or make the Platform or the Reports available to any third party, including Your affiliates, parents or subsidiaries without Certn's express prior written consent, (ii) modify, decompile, reverse engineer, or disassemble the Platform or the Reports or otherwise attempt to discover any underlying source code, ideas, algorithms, file formats or programming interfaces, (iii) create derivative works based on the Platform; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Platform or the Reports; (v) use the Platform or the Reports to develop a competitive product offering; (vi) use any agents, robots, scripts, spiders, or other automated means to access or manage the Platform; or (vii) allow Your personnel to access the Platform or request Reports for improper, illegal or unauthorized purposes, including on themselves, associates, or any other person except in the exercise of their official duties.
- d. Certn will make API keys available to You to access the Platform, if applicable. You are responsible for securing Your API keys, and You agree not to publish or share them with any unauthorized persons, including Your service providers, except as approved by Certn in writing. You will contact security@certn.co immediately if You become aware of any unauthorized use of Your API keys.

8. CONFIDENTIAL INFORMATION.

- a. Each party will keep confidential, all information and materials provided or made available, directly or indirectly, by the other party that is marked as confidential or proprietary, or is identified as confidential or proprietary at the time of disclosure, or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential (collectively, "**Confidential Information**"). Certn's Confidential Information includes but is not limited to, the features, functionality and content of the Platform and any planned modifications or updates thereto, Fees and pricing information.
- b. Each party will maintain all Confidential Information in strict confidence by using at least the same level of care that it uses for its own confidential information, but in no case less than a prudent and reasonable standard of care. Each party may use Confidential Information solely for the purposes of performing its obligations or exercising its rights hereunder. Information that either party can establish: (a) was lawfully in a party's possession before receipt from the other party; or (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by a party without the benefit of any Confidential Information of the other party, shall not be considered Confidential Information under these Terms. Each party may disclose Confidential Information solely to its employees and representatives that have a need to know to accomplish the purposes of these Terms and each of whom are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written agreement with terms as protective of the Confidential Information as those set forth in these Terms. Each party may also disclose Confidential Information in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed; provided that, the responding party gives sufficient notice to

the disclosing party to enable the disclosing party to take protective measures, and/or in any event only disclose the exact Confidential Information, or portion thereof, specifically requested.

- c. Each party agrees that any violation of these confidentiality provisions will cause irreparable injury to the other party entitling the other party to injunctive relief or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by these Terms, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under these Terms as of the date of such exchange.

9. FEES.

- a. You shall pay Certn for each Service requested at the rate set forth in the Platform, Your MSA or Order Form, as applicable (the "**Fees**") plus any additional variable pass through costs and fees that may be imposed by governmental entities or third parties for the Services that You request, including, but not limited to, verification fees, court fees, county processing fees, multi-state fees, and international fees, and taxes clearly set out in Your invoice. You are responsible for each Service You request, including Reports resulting in a return of "clear," "unable to verify," or other similar result, and/or from user error in inputting data, duplicate entries, and/or cancellations by You or Consumer.
- b. Certn reserves the right to adjust the Fees up to once per year, with any changes communicated to You at least thirty (30) days in advance.
- c. In the event of late payment of any Fees due under these Terms, Certn may charge interest on all overdue amounts at a rate of 1.0% per month (12% per annum), compounded monthly, from the due date until payment is received in full. If the applicable Laws in Your jurisdiction prohibits or limits this interest rate, then interest shall accrue at the maximum rate permitted by applicable Laws in Your jurisdiction. Interest shall accrue daily and be calculated on the basis of a 365-day year.
- d. Notwithstanding 9(b), in the event any government or regulatory authority increases its fees for any Services provided, Certn may adjust the Fees accordingly to fully pass through such increased costs to You. You will be notified of any such Fee adjustments at least thirty (30) days in advance.

10. WITHHOLDING TAXES.

Certn may withhold taxes on Your behalf as required by applicable Laws. You are responsible for informing Certn of the specific withholding amounts and any changes in tax obligations. Certn relies on the information You provide and is not liable for penalties due to Your failure to inform us of relevant tax laws or requirements.

11. ACCESS TO CONSENTS.

You acknowledge and agree that to maintain compliance with legal, regulatory, and contractual obligations. Certn reserves the right to conduct audits to verify that consents, authorizations, and disclosures have been presented and obtained by You when accessing the Services via API (or in any other circumstance where Certn is not collect such documents on your behalf through the Platform), and that such documents are in full compliance with applicable laws and regulations. These audits may be conducted by Certn or a third-party auditor appointed by Certn, and You agree to cooperate fully with any such audits, providing access to all relevant records and documentation upon request.

12. USAGE DATA.

Certn owns all right, title and interest in and to all data collected by Certn related to the operation of the Platform

and Your use thereof ("**Usage Data**"). Usage Data may include Platform performance metrics and analytics, but does not include any personal information or public records. Certn will not disclose Usage Data to any third party in a manner that identifies You without Your consent other than (i) to third party service providers who use it for the sole benefit of Certn or as required to provide You the Platform; or (ii) as may be required by law or legal process.

13. INTELLECTUAL PROPERTY.

- a. Certn owns, or has exclusive rights to, all title, interest, and proprietary rights relating to patents, copyrights, trademarks, trade secrets, 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 ("**Intellectual Property Rights**") in and to the Platform and any software, technology, materials and information related to the Platform, whether currently existing or later developed.
- b. You own all right, title, interest, and Intellectual Property Rights, in and to the Reports and any software application owned or controlled by You (excluding any APIs or Certn trademarks incorporated therein).
- c. If You provide any feedback to Certn, You agree to assign all right, title and interest in and to such feedback to Certn and agree that Certn may freely use and exploit such feedback without compensation to You.

14. INDEMNIFICATION.

- a. You agree to defend and indemnify and hold harmless Certn, and its directors, officers and employees from and against any third party liabilities, damages, losses, judgments, costs, expenses (including reasonable attorneys' fees), claims, actions, demands and suits (collectively "**Certn Claims**") arising out of or relating to: (a) Your breach of any certifications, (b) any decision or action by You to provide a copy of the Report to a third party in violation of these Terms, or (c) fraudulent or malicious conduct by the End User or the End User's employees.
- b. Certn agrees to defend and indemnify End User, and its directors, officers and employees from and against any third party liabilities, damages, losses, judgments, costs, expenses (including reasonable attorneys' fees), claims, actions, demands and suits (collectively "**End User Claims**") arising out of or relating to: (a) the infringement or violation of intellectual property rights, including but not limited to patents, trademarks, trade secrets, and copyrights, arising from the use of the Platform or Services, or (b) fraudulent or malicious conduct by Certn or Certn's employees.

15. DISCLAIMER.

- a. YOU ACKNOWLEDGE THAT CERTN OBTAINS THE INFORMATION IN ITS REPORTS FROM THIRD PARTY SOURCES "AS IS", AND THEREFORE PROVIDES THE INFORMATION TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. CERTN MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY REPORTS THAT THE REPORTS WILL MEET YOUR NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, UNLESS SUCH GUARANTEE OR WARRANTY CANNOT LAWFULLY BE EXCLUDED OR MODIFIED; CERTN EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, CERTN EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. CERTN AND ITS SUPPLIERS, LICENSORS, PARTNERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE FUNCTIONALITY AND

INFORMATION PROVIDED BY THE PLATFORM WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

- b. CERTN IS NOT LIABLE FOR ANY OUTCOMES OR DECISIONS MADE BASED ON THE RESULTS PROVIDED IN THE REPORTS. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE CONTENTS OF THE REPORTS IS TO DISPUTE THE RESULTS.
- c. ANY PROMOTIONAL MATERIAL PROVIDED BY CERTN IS FOR INFORMATION PURPOSES ONLY AND DOES NOT FORM PART OF THESE TERMS OR HAVE ANY CONTRACTUAL FORCE.

16. LIMITATION OF LIABILITY.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF CERTN HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF THESE TERMS SHALL BE LIMITED TO THE GREATER OF THE AMOUNT THE END USER ACCRUED DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, OR USD\$100,000.00. RECOVERY OF THIS AMOUNT IS EACH PARTY'S SOLE AND EXCLUSIVE REMEDY HEREUNDER AND THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.
- c. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THESE TERMS, NEITHER PARTY SHALL LIMIT OR EXCLUDE ITS LIABILITY UNDER SECTION 14 (INDEMNIFICATION) OR FOR CLAIMS ARISING OUT OF FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

17. UPDATES.

- a. Certn may change its providers, the Platform features, and the production, support, delivery, layout or maintenance of the Reports from time to time, or discontinue the provision of a Report, in its sole discretion, provided that no such change will result in any material reduction in the utility, functionality, or integrity of Certn's services to You. Certn will use commercially reasonable efforts to provide at least thirty (30) days' advance notice to You regarding any material and adverse changes to the Services.
- b. You acknowledge that Certn may update a Report as part of Certn's quality assurance review within thirty (30) days of a Report completion date. In such cases, Certn will provide You and the Consumer a copy of the updated Report.

18. TERM AND TERMINATION.

- a. The agreement between the parties will continue from Effective Date until terminated by one or both of the parties in accordance with the below ("**Term**").
- b. Certn may suspend, limit or terminate Your access to or use of the Platform, the Services or Account at any time if: (i) the End User does not timely pay all Fees due; (ii) in the sole discretion of Certn such action is necessary to prevent material errors or harm; (iii) You attempt to access or use the Platform or Reports in an unauthorized or unlawful manner; (iv) Certn reasonably believes that You have breached

these Terms; (v) requested to do so by a third party data provider or regulatory body; or (vii) a material change in existing legal requirements adversely affects Your access to the Services. Certn may (but is not obligated to) terminate Your account if You are inactive on the Platform for more than six (6) months.

- c. Either party may terminate these Terms for any reason upon thirty (30) days written notice to the other party; provided that, You shall remain liable for all Fees incurred up to the termination date.

19. NOT LEGAL ADVICE.

- a. Certn does not, and cannot, provide legal advice or other compliance related services to You or guarantee Your compliance with Laws in Your use of the Platform or Reports. You understand that any documentation, information, conversations or communication with Certn's representatives regarding searches, verifications or other services offered by Certn are not to be considered a legal opinion regarding such use. You agree to consult with your own legal counsel (1) about the use of Reports including but not limited to, the legality of using or relying on reported information; and (2) to review any Certn Forms as well as the content of prescribed authorizations, notices, adverse or pre-adverse action letters and any attachments to these Terms for compliance with all Laws. You agree that the provision of such notices, pre-adverse or adverse action letters and the contents thereof is Your sole responsibility. You acknowledge and agree that You have no obligation to use, and are solely responsible for independently vetting the contents of, any sample forms that Certn has provided to You.
- b. Any information released by Certn (including but not limited to the Reports) shall in no way be construed as Certn's opinion on the solvency, capability, aptitude, experience, financial standing, creditworthiness, integrity or motives of any party or Consumer reported upon. The application of Reports and any other information resulting from the use of the Services requires You to use Your own judgment and skill. Information resulting from the Services merely reflects a recording of information received by Certn from various sources from time to time and as such Certn accepts no liability for any opinions, recommendations, forecasts, comments made, or actions and decisions taken in reliance on such information.

20. GENERAL.

- a. **Governing Law.** If the End User is located in the United States, these Terms shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflict of laws principles thereof. If the End User is located in the United Kingdom or the European Union, these Terms shall be governed by the laws of England and Wales without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. If the End User is located in Australia or the Asian Pacific region, these Terms shall be governed by the laws of the state of Victoria, Australia and the Commonwealth of Australia without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. If the End User is located in Canada or anywhere other than the jurisdictions mentioned above, these Terms shall be governed by the laws of the Province of British Columbia without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.
- b. **Assignment.** You may not assign any of Your rights or obligations under these Terms without Certn's prior written consent, which shall not be unreasonably withheld. Subject to this requirement, the rights and obligations under these Terms shall benefit and bind Your permitted assignees, transferees, and successors. Any attempted assignment in violation of this clause is void.

- c. **Consumer Arbitration Provisions.** To the extent You have a terms of use or similar document or agreement applicable to Consumers that includes an arbitration provision, You agree to add the following language (or language that is substantively the same) to that arbitration provision: “Our rights and obligations under this arbitration provision shall inure to the benefit of the consumer reporting agency regardless of whether the consumer reporting agency is named as a co-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.”
- d. **Sanctions Compliance.** Neither You, nor any person having a direct or indirect beneficial interest in Your entity has been or is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury’s Office of Foreign Asset Control), the United Kingdom, the European Union, Canada or any other governmental authority, (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (iii) otherwise a party with which Certn is prohibited from dealing with under applicable Laws.
- e. **Insurance.** The parties shall, during the Term, maintain, in full force and effect, appropriate insurance coverage in accordance with the best industry standards applicable to such party.
- f. **Integration.** These Terms, along with the Website terms, the DPA and any appendices, documents or attachments referenced directly herein, reflect the parties’ entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. For avoidance of doubt, if You have signed a separate MSA or Order Form, the terms of that instrument shall govern the relationship between the parties and supersede these Terms, as specifically set out in such agreement.
- g. **Force Majeure.** Certn will not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures; shortages of or inability to obtain labor, energy, or supplies; war, terrorism, riot, acts of God or governmental action; acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.
- h. **Relationship.** These terms do not create an agency, partnership or joint venture, or authority to bind the other party.
- i. **Severable.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provisions essential purpose.
- j. **No Waiver.** 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.
- k. **Equitable Relief.** Nothing in these Terms will limit a party’s ability to seek equitable relief. Section headings are not to be used in the interpretation hereof.
- l. **Survival.** All provisions that, by their nature, are intended to survive, including but not limited to payment obligations, disclaimers of warranties, confidentiality, indemnities, and limitations of liability, shall survive the termination of these Terms, including those provisions set out in any addenda, attachments, exhibits and/or schedules attached hereto.

21. SUPPORT.

You can request Platform support during Certn’s normal business hours via email sent to support@certn.co. While Certn makes commercially reasonable efforts to ensure continuous availability of the Platform, Certn makes no representation, warranty or guarantee regarding the continuous availability or performance of the Platform.

22. NOTICES.

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this Services Agreement if sent to the electronic mail address below or as specified by the receiving party. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party.

Notice to Certn: compliance@certn.co or by mail to 1006 Fort St Suite 300, Victoria, BC V8V 3K4.