

Version: 11/11/2022

TERMS AND CONDITIONS

VU IDENTITY LINK

These terms and conditions (hereinafter, referred to as "**Terms and Conditions**") are a valid and binding contract between You (the "**Client**") and **VU SECURITY LLC**, a company duly formed under the Laws of the State of Delaware, with its principal place of business at 16192 Coastal Hwy Lewes, DE 19958 (hereinafter referred to as "**VU**" and VU together with the Client, hereinafter referred to as the "**Parties**", and each of them, individually and indistinctly, a "**Party**"). **All terms in capital letters shall have the meaning given in clause one and/or in these Terms and Conditions.**

These Terms and Conditions, together with all laws and regulations applicable, regulate the Service given by VU to the Client and their access to the Platform, which consists in a tool to validate identity for the Client's business by means of the comparison of the User's Photo with the Proof-of-Life Test.

THESE SERVICES AND/OR THE PLATFORM MAY ONLY BE USED BY THOSE WHO COMPLY WITH ELIGIBILITY REQUIREMENTS AS ESTABLISHED IN CLAUSE TWO OF THE FOLLOWING TERMS AND CONDITIONS.

**These Terms and Conditions also refer to our privacy policy (the "[Privacy Policy](#)"), included herein by reference, which is applied to the use of Services and which sets forth the terms through which VU deals with Personal Information which it gets from the Client and/or the User or that the Client and/or User gives to VU, including, but not limited to, the Client Content and the User Content.**

The Client understands and accepts that the Terms and Conditions shall be totally understood as accepted and binding on the Parties as the Client gives express acceptance in the *checkbox* that is included at the time of starting their Platform Registration.

**THE CLIENT THAT DOES NOT ACCEPT THESE TERMS AND CONDITIONS, [THE PRIVACY POLICY](#) AND DOES NOT COMPLY WITH THE APPLICABLE LAWS, WHICH ARE BINDING, CANNOT ACCESS THE PLATFORM AND/OR USE THE SERVICES.**

**1. DEFINITIONS.**

**1.1.** The words used in these Terms and Conditions shall also include their masculine and/or feminine and singular and/or plural. Any reference to "this" or similar words refer to the Terms and Conditions.

**1.2.** The terms used in these Terms and Conditions capitalized in the first letter of the words that comprise them and which are not proper nouns shall have the meaning assigned to them in the Terms and Conditions and/or the meaning given below:

**Affiliate:** it means a controlled company, under common control or that controls a Party. Control refers to the fact that a company has fifty per cent (50%) or more of the capital stock or interest of the controlled company.

**Authorized Persons:** These are the directors, officers, managers, and employees of one of the Parties.

**Client:** it means any individual or legal person that complies with the eligibility criteria and accesses and registers on the Platform to use the Services.

**Client Content**: it means any information given or made available by the Client to VU in connection with the Services and access to the Platform, including, but not limited to content and/or data that the Client transfers, uploads, transmits or feeds to the Platform.

**Identity Verification Process**: it means the actions, operations and/or processes a User has to perform or go through upon accessing the Link through which the User Documents and Photo are to be processed and analyzed with the purpose of verifying the identity of the User.

**Link**: it means the link created by the Client from the Platform that will allow the User to carry out the Identity Verification Process.

**Proof-of-Life Test**: it means actions or tests that have to be carried out by each User pursuant to a sequence defined in the Identity Verification Process with the purpose of giving a Proof-of-Life Test.

**Platform**: it means the portal called “***VU Identity Link***” which is accessible through the following URL (*Uniform Resource Locator*): [identity.vu-one.com](https://identity.vu-one.com) or any other that replaces it in the future, made available by VU to the Client and/or any part of the Platform accessible by the User through the Link provided by the Client.

**Personal information**: it means information of any type referred to individuals or legal persons, whether determined or to be determined.

**Photo**: it means the photo(s) of the User’s face which is taken upon carrying out the Identity Verification Process according to the instructions available in the Platform.

**Services**: these mean the services that allow the Client to carry out an Identity Verification Process of a certain User with the purpose of getting an Identity Verification Report about said User.

**Users**: these mean those individuals that are potential clients, clients and/or end users of the products and/or services of the Client, who have legal capacity to contract pursuant to their country of residence and that access the Platform through a Link they receive from the Client.

**User Document**: it means the identity card, document or passport uploaded by the User through the Link.

**User Content**: it means the Photo, User Document and/or any other document or information that a certain User transfers, uploads, provides to the Platform with his/her authorization for its use for the Identity Verification Process through the Link.

**Verification Report**: it means the report/ result with respect to the coincidence degree between the Photo and the Proof-of-Life Test for verification of identity of the respective User which may be seen by the Client through the Platform based on the User Content provided.

## **2. ELIGIBILITY.**

These are the eligibility requirements for the Client to use the Services and/or access the Platform:

- (i) To be a business, non-profit organization or merchant that uses the Services for the purpose of verifying the identity of Users, in compliance

- with the Applicable Laws;
- (ii) That the Client is geo located within the territories authorized and/or accepted by VU as indicated in the Platform (the "**Territories**"); and
  - (iii) In case it is an individual, to have the legal capacity to contract pursuant to his/her country of residence.

In the case of legal entities, to have sufficient authority to contract the Services.

### **3. SUBJECT MATTER AND SCOPE.**

**3.1.** During the Subscription Term (as defined below), the Client shall have a non-exclusive, limited, non-transferable, revocable, temporary right to access the Platform and use the Services, only for its internal use, subject to these Terms and Conditions and the Subscription Plan applicable. The Client may not use the Services to render services to third parties or re-sell Services or the access to the Platform, unless there is express authorization for said purposes given by VU in writing in a separate agreement.

**3.2.** The Client understands it may use the Services only to (i) verify the identity of Users according to the terms herein and for the business demands, and/or (ii) optimize and/or improve security of its business and trade of its goods and services, to the extent allowed by applicable law.

**3.3.** The Client accepts and understands that the use of the Services shall not eliminate, nor replace the due diligence that the Client must carry out with relation to a specific User. Moreover, Services may not be used to disregard the existence of risks that may derive from the business relation the Client desires to establish with a User.

**3.4.** The Client understands that the Services offered by VU are limited to these Terms and Conditions and VU does not assume any responsibility whether the Client establishes a business relationship, or not, with a User, based on the Verification Report.

**3.5.** The Client accepts and understands that VU shall only render the Services and/or Support Services described in these Terms and Conditions. All rights not expressly stated in these Terms and Conditions are specifically reserved to VU and/or their Affiliates.

### **4. DESCRIPTION OF SERVICES.**

**4.1.** Services offered by VU through the Platform allow the Client to create and send Links, through any electronic means (WhatsApp, e-mail, etc.) to Client's Users, with the purpose that Users access the Link and carry out an Identity Verification Process which, as a result, issues a Verification Report that may be seen by the Client through the Platform subject to time-term conditions that are applicable pursuant to the Client Subscription Plan.

For the purposes of carrying out the Verification Process, each User shall: (i) take a picture of the front and back of the User Document, (ii) complete the Proof-of-Life Test, and (iii) take a Photo of their face or carry out the actions and upload documents required at the time or stage they are required.

**4.2.** Once the respective User has completed the Verification Process, the Client may display the Verification Report that will be integrated by the User Content, data and information taken from the User Content (such as: name and surname, country of issuance of the User Document) and the Verification Report results.

**4.3.** The Client shall be responsible for reviewing the Verification Report for the purposes of analyzing whether it is proper for the objective for which the Client has used the Service. Once the Verification Report has been received, the Client may validate or reject the Verification Report through the addition of remarks according to the options available in the Platform, from time to time. The Client accepts that the comments may be used for any purpose by VU, without restrictions. Moreover, it understands that VU does not have the obligation to give compensation to the Client for such comments.

**4.4.** Pursuant to the Subscription Plan chosen by the Client, the Client understands that the Links shall have an expiration term during which the User shall be authorized to carry out the Verification Process, according to the Subscription Plan chosen by the Client ("**Link Expiration Term**").

**4.5.** The Client also understands that once a User has completed the Verification Process, it can view the Verification Report from the Platform. The Verification Report shall also have an expiration term pursuant to the Subscription Plan chosen by the Client ("**Report View Term**"). Once the Report View Term has expired, the Verification Report will no longer be seen or accessed by the Client.

**4.6.** The Client understands that it cannot use the User Content for further trade, spam, abuse, to commit any type of crime or illegal conduct and/or in breach of these Terms and Conditions and/or any other rules that may be applicable, in particular, personal information protection rules. VU reserves the right to delete the Account (as defined below) if the Client does not comply with this clause.

**4.7.** The Client understands and accepts that any transaction, operation or activity carried out or authorized to be carried out by the User is under the whole and exclusive responsibility of the Client. In this regard, the Client shall act with caution in case of revealing bank and/or financial information that has relation with the Client and/or any third party, such as names, addresses, e-mail addresses, zip codes, telephone numbers, credit and debit cards or other bank information.

**4.8.** The Client understands that the Services do not have the purpose of finding or preventing fraud or any other illegal conduct, crimes or breach of any applicable law. The Client shall be the only and exclusive responsible for complying with the law and/or rules that are applicable in relation to their activity.

**MOREOVER, THE CLIENT SHALL BE THE ONLY AND EXCLUSIVE RESPONSIBLE FOR THE DECISIONS MADE WITH RELATION TO A USER INCLUDING, BUT NOT LIMITED TO, MAKING THE DECISION OF WHETHER OR NOT HAVING A BUSINESS RELATION OR ANY OTHER RELATION WITH A USER.**

**4.9.** The Client acknowledges that VU nor its Affiliates, shall be responsible to the Client for any damages, as well as fees and costs caused and/or generated by: (i) the omission by the Client or for the mistakes and/or failure, in relation to the due diligence obligation on any User –which is under the Client's responsibility, (ii) the mistake or failure of a Verification Report result and (iii) those fraudulent activities or deceitful conduct that the Services did not prevent or detect.

## **5. REGISTRATION.**

**5.1.** The Client that desires to use the Service shall have the legal capacity to contract pursuant to the regulation in force in their country of residence in the case of individuals, or sufficient authority to contract, in the case of legal persons, and

shall duly register in the Platform (the "**Registration**"). For such purpose, the Client shall complete a registration form with real, exact and precise information ("**Registration Data**"). Once Registration has been carried out, a link will be received in the e-mail account specified to which they shall access to activate the Account. The Client shall be the only responsible to keep said Registration Data updated and report VU any pertinent modification. Moreover, it is hereby stated that any information and Registration Data entered by the Client shall be considered a sworn statement.

**5.2.** VU shall be authorized by itself or through third parties to verify accuracy of Personal Data and personal information given by the Client. VU reserves the right to reject a registration request, and to cancel and/or to suspend the Client's Account on a temporary or indefinite basis in case inconsistency is detected as to the information given by the Client.

## **6. PERSONAL ACCOUNT.**

**6.1.** Access to the Platform shall be through the personal account that the Client creates at the time of registration (the "**Account**"). The Client shall always access the Platform with the e-mail that has been indicated at the time of Registration, in which it shall receive a link with which it can access the Account. The Client understands that the Account is strictly personal, unique and cannot be transferred, it shall be assigned to an only Client for their exclusive use and its sale and/or transmission to third parties shall be strictly prohibited. The Client may only have one Account and cannot create and/or use other Accounts that are not their own Account. Moreover, the Client shall be responsible for keeping their Account data confidential.

**6.2.** If VU finds that the Account is used by an individual that is not the owner thereof or that a Client is operating with more than one Account, they can suspend or cancel the Account(s) of a Client. The Client shall immediately notify VU with respect to any unauthorized use of their Account, for VU to take proper measures for said purpose, including the temporary suspension of the Account. **VU shall not be responsible for the damages that the Client suffers in case it does not notify with respect to the unauthorized use of its Account.**

**6.3.** The Client understands that any activity carried out through their Account shall be considered a declaration of will. Therefore, it shall be responsible for all activities that are carried out in or through their Account, and it may be responsible for the losses that VU or any third party may eventually have incurred, resulting from the use of the Client's Account by unauthorized third parties. **VU shall not be responsible for losses, or damages derived from the breach of any of the obligations to be fulfilled by the Client as established in this clause.**

**6.4. Client 's statements.** When creating their Account the Client states and guarantees:

- That it has read and accepted these Terms and Conditions.
- That he/she has the required legal capacity, in the case of an individual according to his/her country of residence, or that it has sufficient authority to contract, according to its domicile, in the case of a legal person.
- That it has the necessary authorizations to use the Platform and Services and to carry out transactions through the Platform.
- That it shall provide real, complete and updated information at the time of filling the Registration form and to use the Platform as it may be required.
- **That it assumes exclusive responsibility for the transactions it may carry out with the Client outside the Platform and/or with respect to its decision**

**whether or not to have a business relation with the User, which, if carried out, the Client accepts and acknowledges they shall be at its exclusive risk.**

## **7. SUBSCRIPTION PLAN. PRICE.**

**7.1. Subscription Plan.** The Client may choose to subscribe to the Services based on the subscription plans that are available from time to time in the Platform (each of them, a "**Subscription Plan**").

**7.2. Free Subscription Plan.** VU may offer and make available a free subscription plan on a temporary basis for the use of Services, that may have limited and/or basic functions as it shall be described in the Platform, such as, the limitation in the number of Links each Client may generate (hereinafter, the "**Free Subscription Plan**"). VU may terminate the Free Subscription Plan at any time at their exclusive criteria and without the need of prior notice to the Client.

**7.3. Paid Subscription plans.** VU may offer paid subscription plans to the Client within the scope and limitations that VU determines from time to time. Paid Subscription Plans shall be subject to the payment of the price determined in the Platform for each of them (the "**Price**"), plus any other tax, fee and/or charge that may be applicable with relation to the use of Services and/or access to the Platform, according to the jurisdiction of residence of the Client. The Client may choose between an annual or monthly Subscription Plan according to the specifications set in the Platform (the "**Subscription Term**"). VU reserves the right to modify the Price at any moment upon 30- day prior notice to the Client.

The Price shall be paid in advance through the payment gateway made available from time to time by VU through the Platform.

**7.4.** The Client understands that the subscription to the Services shall be automatically renewed at the expiration date, on a monthly or annual basis, as it may correspond, unless any of the Parties notifies the other party of its intention to terminate subscription of the Services. In case the Client is subscribed for a monthly Subscription Term, it shall notify VU of their intention not to renew before the expiration of their Subscription Plan in force. In the case of an annual Subscription Term, for the purposes of the term for the notice of renewal, the provisions of the respective annual Subscription Plan shall be applicable. In case of renewal, the Client shall pay the Price pursuant to the jurisdiction of residence of the Client, through the payment method that the Client has indicated at the time of Registration and/or that it has later stated and/or modified in its Account.

**7.5.** ONCE THE CLIENT HAS PAID THE PRICE BASED ON THE SUBSCRIPTION PLAN CHOSEN, THE PRICE **SHALL NOT BE REIMBURSED**, UNLESS AUTHORIZED BY VU AND/OR IN CASE IT IS REQUIRED BY APPLICABLE LAWS.

**7.6.** The Client understands that, once the Client fills in the Registration and subscribes to a Subscription Plan (except in the case of the Free Subscription Plan), it shall give VU authorization to collect: **(i)** the Price in advance, and **(ii)** any tax and/or charge that may be applicable with relation to the use of Services and/or access to the Platform, pursuant to the jurisdiction of residence or domicile of the Client.

**7.7.** When the Client informs a payment method, the Client declares to VU that the Client has authorization for the use of such payment method. For security reasons, VU may block, cancel or annul any payment method, in case VU has reasonable doubts that the Client is making an undue use of said payment method.

**7.8.** In case of breach by the Client of the payment obligations indicated in this clause, VU may begin any type of collection procedures - court or out- of court- for the collection of said amount from the Client. Moreover, VU may cancel and/or suspend Services and/or access to the Platform, as specified in clause 19 of these Terms and Conditions.

**7.10.** VU may send notices and communications with relation to amounts pending payment through the e-mail address stated by the Client or directly through the Platform in the Client's account.

## **8. SECURITY AND DISCHARGE OF LIABILITY.**

**8.1.** VU agrees to adopt reasonable security measures within the industry for the purposes of protecting unauthorized use, disclosure and/or loss of User Content and/or Client Content.

In case of breach of said security measures, VU shall make all reasonable business efforts to implement actions that may be recommended to reduce consequences of any material security incident. The Client shall immediately notify VU when it learns of any breach or attempt to breach the Platform security.

**8.2.** Notwithstanding the foregoing, the Client acknowledges and accepts that, unless expressly established in these Terms and Conditions, VU and/or their Affiliates are not responsible in any manner in relation with the Client Content, being the Client the only responsible for keeping proper security copies of the Client Content and thus assuming all risks of loss related to the transfer and storage of Client Content in the Platform.

**8.3.** The Client understands that the User Content shall only be available for visualization in the Platform during the Report Visualization Term, which may only be used by the Client with the purpose of using the Service rendered by VU through the Platform. The Client may not make copies or copy in any other manner the User Content.

## **9. SUPPORT SERVICES.**

**9.1.** During the Subscription Term, the Client may request support services by sending a support request to [identitylink.support@vusecurity.com](mailto:identitylink.support@vusecurity.com) (the "**Support Services**"). Each requirement by the Client regarding Support Services shall include a description of the problem, date and time as to the beginning of the problem.

## **10. PROHIBITED USES. LIMITATIONS.**

**10.1.** The Client understands that, without limitation, the following uses of the Platform are prohibited and agrees to the following:

**a.** Not to use the Platform, Services and User Content in breach of any applicable rules and/or these Terms and Conditions.

**b.** Not to access or use any part of the Platform and/or Services that have not been expressly hired;

**c.** Not to use the Platform so that it affects its performance and capacity or against the purposes for which VU gave access to the Client.

**d.** Not to reproduce, disclose, distribute, explode or transmit the Platform and/or the

Services by any means.

**e.** Not to allow the use of Services and/or the access to the Platform to persons different from the Client and Users, in excess to what is established in these Terms and Conditions.

**f.** Not to make or allow any type of action that may imply modification, adjustment, damage or change in the Platform and/or the Services.

**g.** Not to license, sell, house, allow the use as a shared time system, distribute, disclose, lease or assign the rights on the Platform, in whole or in part, to third parties, directly or indirectly, unless expressly authorized by VU.

**h.** Not to make or allow decompilation, reverse assembly or reverse engineering.

**i.** Not to copy, distribute and/or download the Platform or part of it;

**j.** Not to process data that contain libel, slander, racism, obscenity, threats or discrimination or any information that is considered illegal.

**k.** Not to treat information or data that have viruses, trojans or any other element that may cause damages or changes in the Platform or to third parties through the Platform.

**l.** Not to sell, share, lease, transfer or communicate orally or by any other means, the User Content to which the Client has access because of Services, unless it is to reveal said information to Authorized Persons subject to the fact that they are under strict confidentiality obligations and that they have the express need to know them for the purpose of the Client's business.

**m.** Not to disclose or publish results of the Platform performance and/or Services without prior authorization in writing by VU.

**n.** Not to export or use the Platform and/or Services or documents related in breach of applicable laws;

**o.** Not to authorize or allow the use of the Platform, Services and User Content with any other purpose that is not pursuant to these Terms and Conditions (unless this access is expressly allowed for the Services for which it has been acquired);

**p.** Not to erase, reproduce or modify notes regarding copyright, trademarks or other intellectual property rights that appear in the Platform or documents applicable, including what is related to user experience within the Platform;

**q.** Not to use the Platform, Services and User Content in any manner to help or participate in the development or sale of a product or service that is potentially competitive with the Platform and Services.

**r.** Not to carry out any action that is an offense against public order, morale and applicable laws.

**s.** Not to process and/or treat User Content for a term and for a purpose different from the ones established in these Terms and Conditions and in breach of any rules that are applicable, including, but not limited to, any personal information protection rules.

**t.** Not to use Services to verify identity of an individual or legal person that does not have legal capacity to contract in their country of residence or capacity to authorize

the use of personal data by third parties.

**10.2.** In case VU finds or has suspicion of any activity forbidden by law or in breach of these Terms and Conditions by a Client and/or User related to the Client, in the Platform or in the use of Services, VU may block access and use of the Platform on a temporary basis or definitely and/or limit the Services made available to the Client and User, at their exclusive discretion.

**10.3.** Moreover, in situations of material breach, VU may rescind the business relation with the Client, dropping the access to the Platform definitely.

**10.4.** The Client shall be liable for damages that VU, its Affiliates, officers, employees, directors, agents and/or employees of VU and/or third parties may suffer as a consequence of the breach by the Client of these Terms and Conditions. VU reserves the right to start court or out-of-court actions as it may consider pertinent.

## **11. DATA PROTECTION.**

The Client understands that in case VU stores, compiles or makes treatment of Personal Information of the Client and/or the User, including, but not limited to, the Client Content and User Content, it shall do this pursuant to Privacy Policies.

## **12. CONFIDENTIALITY.**

**12.1.** Given the nature of the Services and how important Confidential Information (as defined below) is for the Parties, , each Party agrees to keep strict confidentiality with respect to the other Party's Confidential Information.

**12.2.** The Parties acknowledge that any documents related to these Terms and Conditions, the User Content, the Client Content, Personal Information of the Parties and the User, and also data, know-how, ideas and technology related to Services and Platform are Confidential Information.

"Confidential Information" shall also include data that is exclusive of each Party or any of their Affiliates, as it may correspond, including, but not limited to: the Client Content, the User Content, information of clients, staff information, technical, financial, technological, marketing and business information; specifications, diagrams, procedures, methods, methodologies, software, systems, services and computer products, communication and computing networks, database, prototypes, source codes, and object codes, industrial secrets, ideas, concepts, designs, inventions, know-how; and other business, economic, technical or operational information, including all registration means which have or reveal data and information related or necessary for the development of Services. Any information given to VU that is Personal Information shall be treated according to VU Privacy Policy.

**12.3.** It is, of course, understood, that there is no confidentiality obligation between the Parties in the following cases:

i. With respect to topics, ideas, concepts or creations that appear or are presented in public bibliography that is not created by one of the Parties, unless it relates to topics, aspects, confidential information, that has been disclosed or communicated or given and/or allowed and/or expressed in breach of the obligations set forth in these Terms and Conditions that have caused said Confidential Information to become of public domain.

- ii. Any information or knowledge acquired from third parties that are not subject to confidentiality obligations; or
- iii. Disclosure required by Law or any type of regulations that are binding and/or applicable to the Party; or
- iv. As regards information related to economic data or any other type of information that has to be given before the authorities in compliance with the information obligation before said authorities and/or in the case of compliance with the regulations applicable, it is understood that information cannot be used for purposes different from those stated herein and that cannot be used, or applied for any administrative, state, public or private contract; or
- v. When the need of disclosure, reproduction and/or communication of information is required and/or requested by competent authority.

**12.4.** Both Parties agree that this confidentiality obligation as to Confidential Information shall exist even if these Terms and Conditions, for any cause, are ceased or terminated or rescinded, being the obligation to keep confidentiality inherent to the Parties as regards Confidential Information.

**12.5.** Personal Information or Confidential Information of one of the Parties may only be used by the other Party when it is necessary for the development of the Services of these Terms and Conditions and for the exclusive and limited effects of compliance with the purpose thereof.

**12.6.** Each Party agrees to protect Confidential Information of the other Party, using the same means of protection that they use to protect their own confidential information and being authorized to only reveal Confidential Information to Authorized Persons and only for the purposes for which the revealing party has delivered it or to comply with applicable rules.

**12.7.** Confidential Information may not be reproduced or disclosed or copied unless there is prior written consent of the Party that has provided with it or that it is authorized pursuant to these Terms and Conditions; or that without the need of prior consent and liability of the Party or if it has been required by competent authority, in which case the Party that has been required by competent authority informs about said event so that the other Party can identify such event. In this case, there shall be no liability for the disclosure of information or the use that the authority gives to such information and/or measures adopted for their protection, maintenance or security.

**12.8. Notwithstanding the foregoing, the Client authorizes VU to use and treat the Client Content and the User Content as described in VU's Privacy Policy.**

### **13. INTELLECTUAL PROPERTY.**

**13.1.** The Platform and/or software that the Client shall access and/or use via the Platform, including but not limited to trademarks, logos, images, user manuals, processes, texts, and any other creation and/or content related, stated or accessible to or via the Platform and/or any complementary software, are all of the exclusive property of VU and its affiliates (hereinafter referred to as "**VU Intellectual Property**"). VU and/or its Affiliates are the legitimate and exclusive owners of all intellectual property rights in each VU Intellectual Property and in respect of any modifications, updates and/or improvements applied or made to each VU Intellectual Property in the future. The Client acknowledges that VU Intellectual Property shall not be modified, copied, altered, reproduced, adapted or translated by the Client nor a third party. Technology, structures, codes, methods, plans, processes, specifications, characteristics, reports, algorithms, raw data, records,

formulas, protocols, software designs or apps, know-how, experience and trade secrets, information for the development of VU Intellectual Property are of the exclusive property of VU and its affiliates (or, if they are owned by third parties, VU and its affiliates are authorized to use them), as a result, the intellectual property rights and/or industrial property rights and/or any other applicable rights are owned by VU and its affiliates (or to a third party, if applicable).

**13.2.** Except for the provisions stated on these Terms and Conditions, VU shall not grant any VU Intellectual Property to the Client and shall reserve all these rights according to the provisions set forth in the Terms and Conditions. VU Intellectual Property wrongful misuse and its partial or total reproduction are prohibited, unless VU's written and express authorization is given.

**13.3.** The Client shall agree to defend, indemnify and hold harmless VU and its directors, officials, employees, agents and Affiliates from and against damages, claims and expenses (including attorney's fees) arising from the wrongful misuse of the Platform.

**13.4.** The Client shall acknowledge that "VU" (and/or its designs) are trademarks owned by VU and shall not be used or reproduced without VU's prior authorization.

**13.5.** The Client acknowledges that the Client's name, trading name, trademark and/or logo (referred to as "**Client Trademarks**") can be included in the Platform, provided this option is available in the Platform depending on the Subscription Plan selected by the Client. In that case, the Client shall grant to VU a non-exclusive and non-transferable authorization to use Client Trademarks in the Platform and limited to the Client's Account in relation to its Services.

#### **14. WARRANTIES.**

**14.1** THE PLATFORM AND SERVICES SHALL BE PROVIDED ON AN "AS IS", "IN THIS PRESENT CONDITION" AND "AS AVAILABLE" BASIS. VU SHALL NOT GUARANTEE THAT THE PLATFORM AND SERVICES ARE FOUND WITHOUT ERRORS, DELAYS, DEFECTS OR FLAWS (INCLUDING VIRUS AND MALWARE) AND VU SHALL NOT BE HELD LIABLE FOR ANY OF THESE REASONS. THE CLIENT ACKNOWLEDGES THAT (A) VU SHALL NOT GUARANTEE THAT THE IDENTITY OF THE USERS SHALL BE CORRECTLY VERIFIED BY THE SERVICES, OR THAT THE SERVICES SHALL DETECT OR PREVENT FRAUDULENT ACTIVITIES; AND (B) VU SHALL NOT GUARANTEE THE CONTINUOUS USE OR ACCESS TO THE PLATFORM.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CLIENT SHALL WAIVE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, CUSTOM OR COMMERCIAL USE, WITH RESPECT TO THE PLATFORM, INCLUDING BUT NOT LIMITED TO, SATISFACTORY QUALITY, MARKETABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**14.2** THE CLIENT SHALL ACKNOWLEDGE AND ACCEPT THAT SERVICES ARE PROVIDED AS OBLIGATIONS OF MEANS AND NOT AS OBLIGATIONS OF RESULT. **VU SHALL ONLY GUARANTEE TO PERFORM ALL REASONABLE COMMERCIAL EFFORTS TO RESOLVE A REQUEST FOR ASSISTANCE WHICH WILL NOT BE SUBJECT TO ANY DEADLINE OR TIMEFRAME. THE TIMEFRAME FOR ASSISTANCE SHALL BE SUBJECT TO THE WORKLOAD UNDERTAKEN BY VU. THEREFORE, VU SHALL NOT GUARANTEE NOR UNDERTAKE A TIMEFRAME TO REPLY OR RESOLVE A REQUEST FOR ASSISTANCE, AND SHALL NOT GUARANTEE TO FIND A POSSIBLE SOLUTION TO THE REQUEST, OR TO RESOLVE THE REQUEST WITHIN A CERTAIN TIMEFRAME OR THAT THE TIMEFRAME REQUIRED TO RESOLVE THE ISSUE IS ACCORDING TO THE CLIENT'S EXPECTED TIMEFRAMES.**

**THE CLIENT SHALL ONLY AND EXCLUSIVELY REQUEST ASSISTANCE SERVICES PURSUANT TO THE PROVISIONS CONTAINED HEREIN AND, AS A RESULT, VU SHALL ONLY BE RESPONSIBLE TO COMPLY WITH THOSE SERVICES, IN RELATION TO THE EXECUTION OF THE WARRANTIES ARISING HEREIN.**

IN PARTICULAR, VU SHALL NOT GUARANTEE:

(I) THAT THE SERVICE BE INVULNERABLE OR WITHOUT ANY FAIL OR VULNERABILITY RELATED TO FRAUD AND/OR UNAUTHORIZED USE OF THIRD PARTIES;

**(II) THAT THE SERVICE SHALL BE PROVIDED WITHOUT INTERRUPTIONS OR ERRORS, VIRUS OR ANY OTHER ISSUE.**

**(III) THE STORAGE OF ANY CONTENT OR DATA STORED BY VIRTUE OF THE SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO CLIENT CONTENT AND USER CONTENT.**

**(V) THAT THE IDENTITY VERIFICATION PROCESS AND/OR THE RESULTS OF THE VERIFICATION REPORT SHALL NOT INCLUDE ANY ERRORS OR DEFECTS.**

**IN THIS REGARD, VU SHALL NOT GUARANTEE THAT THE RESULTS ARISING FROM THE VERIFICATION REPORT SHALL BE ACCURATE AND/ OR COMPLETELY RELIABLE.**

IT IS HEREBY ESTABLISHED THAT THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, CUSTOM OR COMMERCIAL USE, INCLUDING BUT NOT LIMITED TO, SATISFACTORY QUALITY, MARKETABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**15. LIMITATION OF LIABILITY.**

**15.1** VU SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, LOSS OR CORRUPTION OF DATA, CONTENT OR MEMORY, BREAKDOWN OF THE SYSTEM, DISK/SYSTEM DAMAGES, LOSS OF CLIENT CONTENT OR USER CONTENT, LOSS OF BENEFITS OR SAVINGS OR BUSINESSES, THAT ARISE OUT OF OR RELATE TO THE USE OF THE PLATFORM AND/OR THE SERVICES. VU SHALL NOT BE LIABLE FOR ANY LOST OR DAMAGE THAT DERIVED FROM A DEFECT OR ERROR IN A USER'S OR PRODUCT'S IDENTITY VERIFICATION PROCESS RELATED TO ANY USER'S FRAUDULENT ACTION. THE FOREGOING LIMITATION SHALL APPLY EVEN IF VU MAY HAVE TAKEN NOTICE OF SUCH DAMAGES REGARDLESS THE CAUSE OF ACTION, SUCH AS BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OF THE PLATFORM OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

**15.2** VU SHALL BE EXEMPTED FROM LIABILITY IN REGARDS TO CLIENT'S AND USER'S DECISIONS RELATED TO PLATFORM ADMINISTRATION AND/OR CLIENT CONTENT, USER CONTENT AND/OR DATA PROVIDED FOR VIA THE PLATFORM AND/OR RELATED TO THE PROVISION OF SERVICES, INCLUDING BUT NOT LIMITED TO THE RESULTS OF THE VERIFICATION REPORT.

**15.3** VU SHALL NOT BE LIABLE FOR THE ABILITY, QUALITY AND SUITABILITY OF ANY SOFTWARE OR HARDWARE THAT COMPLEMENTS, RUNS OR WORKS TOGETHER WITH THE PLATFORM, OR FOR THE DAMAGES CAUSED THEREBY, AND ANY OTHER ASPECT OF THE SOFTWARE, WHICH SHALL FALL UNDER THE SOLE LIABILITY OF THE CLIENT OR ITS SUPPLIER. ADDITIONALLY, VU SHALL NOT BE HELD LIABLE FOR THE PAYMENT APPLICATION USED TO MAKE PAYMENTS. IN THIS RESPECT, THE CLIENT SHALL INFORM ITS SUPPLIER AND SHALL BE SUBJECT TO THE SUPPLIER'S TERMS AND CONDITIONS.

**15.4** THE CLIENT SHALL PROVIDE FOR ITS OWN INTERNET SERVICE TO ACCESS THE PLATFORM AND THAT SERVICE TERM OF DURATION SHALL NOT FALL UNDER THE SCOPE OF VU.

**15.5** VU SHALL BE ENTITLED TO SUSPEND THE ACCESS TO THE PLATFORM SOME HOURS PER MONTH BY VIRTUE OF MAINTENANCE OR OTHER REASONS. VU SHALL UNDERTAKE TO GIVE **REASONABLE PRIOR NOTICE** TO THE CLIENT, EXCEPT FOR THE CASES IN WHICH PRIOR NOTICE CANNOT BE GIVEN AND THE ACCESS MUST BE SUSPENDED IMMEDIATELY, WHICH WILL BE TIMELY NOTIFY TO THE CLIENT.

**15.6** IT IS HEREBY NOTICED THAT VU SHALL NOT BE HELD LIABLE FOR ANY CLAIM, LOSS, DAMAGES, LAWSUITS, ACTIONS OR PROCEDURES ARISING FROM THE FOLLOWING:

**(A)** INCORRECT OR UNAUTHORIZED USE OF THE PLATFORM AND/OR SERVICES BY THE CLIENT, THE USER OR THIRD PARTIES;

**(B)** SECURITY BREACH OR WIRE-TAPPING, INTERCEPTIONS, DELIVERY FAILURE OR LOSS OF DATA SENT, STORED OR RECEIVED USING THE SERVICES WHICH ARE

THE RESULT OF CLIENT'S AND/OR USER'S ACTIONS OR OMISSIONS.

**15.7.** THE LIMITATION PROVISIONS STATED ON THIS CLAUSE SHALL APPLY EVEN IF VU MAY HAVE BEEN NOTIFIED OF SUCH DAMAGES AND DESPITE ANY DEFECT ON AN ESSENTIAL ASSET OF A LIMITED RESOURCE.

**15.8.** THE CLIENT SHALL BE ENTITLED TO COMPLY WITH THE APPLICABLE LAW OF THE CLIENT'S COUNTRY OF RESIDENCY, PLACE OF RESIDENCY OR PLACE WHERE THE SERVICES ARE USED, WHICHEVER CORRESPONDS.

**15.9** IN ANY CASE, THE MAXIMUM AMOUNT OF RESPONSIBILITY ASSUMED BY VU AND/OR ITS AFFILIATES IN RELATION TO THESE TERMS AND CONDITIONS, THE PLATFORM AND/OR THE SERVICES, SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT FOR THE LAST TWELVE MONTHS OF SERVICE AND, REGARDING TO FREE SUBSCRIPTION PLANS, THE MAXIMUM AMOUNT OF RESPONSIBILITY ASSUMED BY VU FOR ALL CLAIMS SHALL NOT EXCEED USD 500 (FIVE HUNDRED UNITED STATES DOLLARS). **THE CLIENT SHALL ACKNOWLEDGE THE LIMITATION OF RESPONSIBILITY STATED HEREIN AND ACKNOWLEDGE THAT WITHOUT THE CLIENT'S APPROVAL HERETO VU SHALL NOT BE ABLE TO PROVIDE FOR THE ACCESS AND USE OF THE PLATFORM AND/OR THE PROVISION OF SERVICES.**

**15.10.** EXEMPTIONS AND LIMITATIONS STATED HEREIN SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER THE ALLEGED DAMAGES OR LIABILITIES DERIVED FROM A CONTRACT (INCLUDING BUT NOT LIMITED TO FAILURE TO COMPLY WITH GUARANTIES), CIVIL DAMAGES (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), THE LAW OR ANY LEGAL OR EQUITABLE CAUSE.

#### **16. FORCE MAJEURE**

Neither Party shall be held liable or responsible to the other Party for failure or delay in fulfilling or performing any or all the terms of these Terms and Conditions as a direct or indirect consequence, when such failure or delay is caused by or results from causes beyond the reasonable control of the Party. The non-performing Party shall immediately notify the other Party of such force majeure event by giving written notice to the other Party when the non-performing Party takes notice of the force majeure, and shall use its reasonable efforts to mitigate the effect. Without limitation to the foregoing, the Parties shall take all reasonable measures to assist and help the non-performing Party to minimize the effect of such force majeure event.

#### **17. LINKS TO OTHER WEBSITES**

The Platform may contain links, hyperlinks, API integrations or links to access third parties' platforms which are beyond VU's control and that may use the information provided by the Client to access the Services. In the event a Client decides to access a third party's platform or link, the Client acknowledges that the products, services or contents provided for in the third party's platform are of the sole responsibility of the platform's owners and no claim in this regard shall be directed to VU.

#### **18. UPDATES TO THE TERMS AND CONDITIONS.**

The Client acknowledges that VU shall make updates to the Terms and Conditions from time to time. VU undertakes to indicate on the upper margin herein the date of the version. VU may send a direct notice to the Client in order to inform the update to the Terms and Conditions providing a term of time for the Client to accept them. In the event the Client shall not accept the new Terms and Conditions, the Client shall not be allowed to access the Platform.

#### **19. TERMINATION OF PLATFORM ACCESS AND SERVICES AVAILABILITY.**

**19.1.** VU and/or the Client shall terminate the Terms and Conditions before the termination date and under the exclusive responsibility of the other Party, without bringing legal process, pursuant to the following causes:

- a) Any Party files for bankruptcy proceedings, or is in default payment or becomes insolvent.
- b) Any Party is dissolved and/or starts a liquidation proceeding.
- c) The Client shall request the anticipatory termination of Terms and Conditions due

to VU's gross failure to comply with its obligations hereunder. The Client shall have the right to terminate this Agreement, by virtue of this cause, giving prior written notice to VU specifying the default complained of, provided, however, if VU shall not cure the default complained of within a thirty (30) business day period, the Terms and Conditions shall be deemed terminated by the Client.

d) Client's or User's failure to comply with the obligations arising out of these Terms and Conditions.

e) Subscription Plan expiration or due to the Client's decision not to renew the subscription.

f) If Client's default in payment of the Services, the Terms and Conditions shall be deemed terminated by VU.

**19.2.** The Client shall terminate the Service, without cause, at any time by giving not less than thirty (30) days' notice, providing the Client had paid up for the Service and the only penalty fee is the loss of that amount.

**19.3.** VU shall terminate the Client's Service and access to the Platform in regards to Free Subscription Plans, without expressing the reason, by giving not less than five (5) days' notice prior to the desired termination date. VU shall terminate the Client's Service and access to the Platform in regards to paid Subscription Plans, without expressing the reason, by giving not less than thirty (30) days' notice prior to the desired termination date.

**19.3. Termination effects.** Upon termination of the Terms and Conditions, regardless the cause, the Client shall immediately cease access and/or use of the Platform and/or Services.

VU is entitled, at its discretion, to delete Client Content and User Content that maybe stored after the Client's termination of the Terms and Conditions. VU shall not be obliged to store Client Content and User Content after the termination. **VU shall only store Client Content and User Content, including required Personal Information, for the minimum period or/and the necessary period ordered by law upon the termination of the Terms and Conditions.**

**19.4. Suspension.** In case of Client's delay in payment or failure to pay, VU shall be entitled to immediately suspend, without prior notice, Client's access to the Platform and/or use of Services until the Client shall fulfil overdue payments, notwithstanding VU's right to terminate the Terms and Conditions according to the provisions stated herein.

**19.5.** Upon termination or expiration of these Terms and Conditions, the following clauses shall prevail: Clause 10 (Prohibited uses. Limited), clause 11 (Data Protection), clause 12 (Confidentiality), clause 13 (Intellectual Property Rights), clause 14 (Warranties), clause 15 (Limitation of Liability), clause 16 (Force Majeure), clause 17 (Links to other websites), clause 19 (Termination of Platform access and Services availability) and clause 20 (Final Provisions). All remaining rights and obligations shall be void and null.

## **20. FINAL PROVISIONS.**

**Governing law and venue.** These Terms and Conditions shall be governed by the laws of the State of Florida and construed, interpreted and applied in accordance with and enforced under the laws and courts of the State of Miami, Florida.

**Severability.** Should any provision of the Terms and Conditions be determined to be void, the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Assignment.** The Client shall not assign, transfer, convey or dispose of any or all of the rights and obligations under these Terms and Conditions. VU shall be allowed to

assign, transfer, convey or dispose of any or all of the rights and obligations under these Terms and Conditions to its Affiliates and the Client hereby expressly and irrevocably agrees to the performance of those actions.