



Verify Inc. Compliance Terms of Use

Verify is a service of Verify, Inc. The Terms of Service (the “Agreement”) below this summary is a legal document which is, by its nature, filled with legal terms. In an attempt to make things easier to read, Verify (referred to as “Verify,” “We,” “Us,” and “Our”) has included a short summary here, which includes a high level explanation of the Agreement, section by section. This summary is provided in addition to the Agreement, but You (meaning the person accepting the Agreement and the company (if any) on whose behalf he/she is acting) must still read the Agreement, because the Agreement (and not this summary) is the only document that is legally binding. Any references to the “Service” mean all the products and services offered on Verify’s website.

Introductory paragraph: The introduction defines who We are, who You are, what the Service is, and states that Your use of the Service is an acceptance of the Agreement and that We may change the Agreement from time to time. Also, if You agree to any terms with Verify beyond what is in this Agreement, and those terms differ from what’s included here, then those additional terms will govern Your relationship with Us.

What Are the Basics About Accessing and Using the Service: This section outlines that Your use of the Service is for Your business purposes only, that You must decide whether to transfer Your content over various networks in encrypted or unencrypted form, that You are responsible for maintaining the security of Your password, and that We aren’t responsible for the equipment You need to access the Service.

Do You Have to Pay To Use the Service: This section outlines that after a trial period, the Service has an annual fee, and that You are obligated to pay that fee if You choose to purchase the paid services We offer.

What Restrictions Govern Your Use of the Service: This section describes things that You are not allowed to do. This includes hacking into or duplicating Our code, being malicious in some other way, breaking the law, or violating someone else’s rights. None of these items affect normal and expected use of the Service.

Who Owns the Content You Access on the Service/What About Rights to Use Each Other’s Names and Logos: This section outlines that the graphics, logos, etc. We provide through the Service are either Our property or licensed to Us for Our use. You can use Our name and logo, but only in accordance with Our Trademark Guidelines. We can use Your name and logo to identify You as one of Our customers.

How Can Verify Terminate the Agreement or Limit Your Use of the Service/Can You Cancel Your Account: This section outlines that We may discontinue or change the

services that We offer from time to time, and You may be limited in the features of the Service You can access. If We think You're in breach of this Agreement, We may terminate Your account. Some sections of the Agreement will survive termination. Also, You are responsible for canceling the Service if You no longer want it – and You understand that all of Your data may be deleted from Our systems at that point in time.

How Does Verify Treat Information We Collect from You: This section is simply a reference to Our Privacy Policy located at <http://www.MuvData.com/privacy.html>.

Does Verify Offer Support: This section explains that We offer support through email, but We don't make any promises about how quickly We'll respond, or whether You'll get the results You wanted.

What Other Legal Terms Apply to the Service:

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- Indemnification: This section states that You're responsible for Your own content and actions and that You will indemnify Verify from liabilities that may arise from Your use of the Service.
- Warranty Disclaimer: This section outlines that the Service is provided on an "AS IS" basis and that We're not making any warranties about the Service. We put this section in bold because it's important You read and acknowledge it.
- Limitation of Liability: This section outlines the limits of Our liability. As a paying customer, the greatest liability that We may have to You is the amount of the previous six (6) months of fees that We had collected from You. Like the warranty section, We put this section in bold because it's important You read and acknowledge it.
- Other terms: This section is more legal language that talks about enforcement of the Agreement, and what will happen in case there is a dispute between You and Us. Also, it says that this Agreement doesn't mean You are Our partner or employee or anything similar.
- Again, the actual legally binding document starts below. Everything above is just an explanation, and isn't part of the Agreement.

Terms of Service:

The following terms and conditions (the "Agreement") govern all use of the Verify and www.MuvData.com websites (the "Site") and the products and services available at the Site (taken together with the Site, the "Service"). In this Agreement, "You" or "Your" means the person accepting this Agreement and the company (if any) on whose behalf he/she is acting, and "We," "Us," "Our," "Verify," or "Verify" means Verify. By using or accessing any

part of the Service, You agree that You are at least eighteen (18) years old and have read, understand, and agree to be bound by all of these terms and conditions. If You do not agree to all of these terms and conditions, You must not use or access the Service. If You are entering into this Agreement on behalf of a company, You represent that You have the authority to bind that company to the terms of this Agreement. We reserve the right, in Our sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. Your continued use of the Service following the posting of any changes to this Agreement constitutes Your acceptance of those changes and You are responsible for reviewing those terms as We notify You about them. Some products or services that become available at the Site may be subject to additional or different terms and conditions, and if those additional terms and conditions conflict with this Agreement, those additional terms and conditions will control.

What are the basics about accessing and using the service?

The Service is solely for Your business purposes and is offered and provided subject to the terms and conditions of this Agreement.

As a condition to using some parts of the Service, You may be required to register with Verify and select a password, user name (“Verify User ID”) and a workspace name (“Verify Workspace Name”). You may not (i) select or use as an Verify User ID or Verify Workspace Name a name of another person or company with the intent to impersonate that person or company; or (ii) use as an Verify User ID or Verify Workspace Name a name that You do not have permission to use. Verify reserves the right to refuse registration of, or cancel an Verify User ID or Verify Workspace Name in its discretion. You are responsible for maintaining the confidentiality of Your Verify password and other account information. You agree that the information You provide Verify will be accurate, complete, and up to date, and if We determine that the information does not meet those standards, or if You violate any of these requirements, We may immediately terminate the Agreement for Your breach and/or suspend Your use of the Service.

Verify provides the Service only. You are responsible for providing whatever resources You need to access and use the Service.

Do you have to pay to use the service?

From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers (“Non-GA Services”). You may accept or decline

any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

As part of Your use of the Service, You may choose to purchase some for-fee services. We offer features paid for on an as-used basis or subscription basis (a "Premium Service"). If You choose to purchase any Premium Services, You are responsible for paying the applicable prices for each Premium Service. Some Premium Services, such as monthly Traditional Agent subscription fees, are payable in advance . Other Premium Services are payable in arrears.

What Are the Fees for using Verify?

The published fees for the Service may be found on the Pricing Details page. We may offer alternative fee structures, discounts, coupons or incentives, at our sole discretion and for any reason, and we are under no obligation to offer such alternatives to all users. The actual price you will pay for any Premium Services shall be the price listed in the Billing section of your account or by other agreement.

What is an "User" and Are There Limits on How Your User Can Use the Service?

An "User" means the individual customer service representative who will use and access the Service on Your behalf. Users will be classified as either "Traditional" (also, "Full-Time") or "Flex" (also, "Part-Time").

Traditional Agents (any Agent designated as a Full-Time Agent in you account) may access and use the Service for an unlimited amount of time each Month subject to the Usage Limits. The "Usage Limits" are limits on API requests, customer records, new cases, Help Center views, and attachment size and are described on the Pricing Details page. We enforce the Usage Limits by taking into account all of the Traditional Agents which You have purchased for any given Month. For example, if each Traditional Agent entitles you to 1000 new cases per Month and You have purchased two Traditional Agents under a Standard Subscription, you may then create 2000 new cases per Month. You may purchase

as many Traditional Agents as you wish. You must identify each Traditional Agent by name before the Subscription Period (as defined below) begins.

Users (any User designated as Users in your account) may use the Service for an unlimited amount of time each Month but your account will accrue usage charges according to the hourly rate shown in the Billing section of your account. While logged into the Service, Users will accrue usage charges in five (5) minute increments. Unlike Traditional Agents, Users do not increase your Usage Limits. You may allow an unlimited number of Users to access the Service. You may also “convert” Traditional Agents into Users (or vice-versa) at any time and your account will be pro-rated appropriately.

What are Verify’s Payment Policies?

You annually (each, a “Subscription Period”), though We may choose to offer alternative billing periods, such as calendar quarter, or calendar year (each, also, a “Subscription Period”). Fees for each Subscription Period will be pre-paid at the start of the Subscription Period, charged to the credit card You provide prior to the start of such Subscription Period. If the credit card information You have provided is incorrect or incomplete, or Verify is unable to complete a transaction due to Your error or omission, Verify will attempt to contact You and inform You of the problem. If the problem is not corrected within fifteen (15) days, it will be considered a breach of the Agreement and Verify will terminate Your account. You will receive an email receipt upon each credit card charge, unless You and Verify have agreed otherwise.

If You add a Premium Service during a Subscription Period (or if You choose to “upgrade” any Premium Service to a more expensive option), any incremental cost will be prorated over the remaining term of the applicable Subscription Period and charged to Your credit card. If You remove a Premium Service during a Subscription Period (or “downgrade” any Premium Service to a less expensive option), any unused portion will be prorated over the remaining term of the applicable Subscription Period and a credit (toward future purchases) will be applied to your account but no refunds will be awarded.

Use of the Service by Users during any given Subscription Period will be charged to your credit card at the end of that Subscription Period. You may check the current accrued charges for Users in the billing section of your Account.

We may, at our option, offer rewards (“Rewards”), such as credits toward Users usage (“Bonus Hours”) that may be earned by You while using the Service. The Rewards structure

is subject to modification, cancellation, or limitation at Our discretion, with or without notice, and the provisioning of Rewards is solely at Our discretion. The earning and redemption of Rewards is void where prohibited by law. Rewards have no cash value.

Except as provided in this paragraph, all fees pre-paid by You are non-refundable. If You have chosen to be billed quarterly or annually, You will receive a partial refund of the fees You pre-paid if We terminate any of Your Subscriptions for any reason other than Your breach of this Agreement (or any other terms You have agreed to with Verify). Your refund will consist of all pre-paid fees for each complete Month remaining in Your Subscription Period; You will not receive a refund for any portion of the Month in which We terminate this Agreement.

You are responsible for all taxes, duties, and other governmental assessments associated with Your activity in connection with the Service, whether or not You choose to purchase a Subscription from Verify.

WHAT RESTRICTIONS GOVERN YOUR USE OF THE SERVICE?

You will not, nor permit anyone else to, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service (except that this restriction will not apply to the limited extent Your local law prohibits restrictions on reverse engineering); (ii) modify or create derivatives of any part of the Service; (iii) rent, lease, or use the Service for timesharing or service bureau purposes, or otherwise use the Service for any commercial purpose; or (iv) remove or obscure any proprietary notices on the Service. Verify (and not You) owns all title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof.

You will not use any "deep-link", "page-scrape," "robot," "spider," or other automatic device, program, algorithm or methodology, or any similar manual process, to access, acquire, copy or monitor any portion of the Service or any Content (as that term is defined in Section 4 below), or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain (through any means) any materials, documents or information that are not purposely made available as part of the Service.

You will not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any Verify server, or to any

of the services offered on or through the Service, by hacking, password “mining,” or any other illegitimate means.

You will not probe, scan or test the vulnerability of the Service or any network connected to the Service, and You will not breach the security or authentication measures on the Service or any network connected to the Service.

You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Verify’s systems or networks, or any systems or networks connected to the Service or to Verify.

You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service.

You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission You send to Verify on or through the Service. You will not, in connection with the Service, pretend (e.g., through impersonation) that You are any other individual or entity.

You will not use the Service or any Content for any purpose or in any manner that is unlawful (including, without limitation, in any manner which violates the export or trade controls of the U.S. or any other country) or prohibited by this Agreement, or which infringes the rights of Verify or others.

Your use of the Service is subject to all applicable local, state, national and international laws and regulations. Without limitation, you represent and warrant and agree to not use the Service to upload, post, transmit, share, store or otherwise make available:

- - - any content or Item that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any similar form of solicitation;
 - any unauthorized private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

- any content or Item that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- any content or Item that is illegal under or otherwise violates or fails to comply with any local, state, national or international law or would constitute, encourage or provide instructions for a criminal offense, or violate the rights of any party (including without limitation rights of privacy and publicity);
- any content or Item that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as private information, inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or
- any content that, in our sole judgment, may expose Verify or its users to any harm or liability of any type.

Who owns the content you access on the service? What about rights to use each other's names and logos?

You agree that all content (including without limitation text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, forum postings, and video) and materials (collectively, "Content") delivered via the Service or otherwise made available by Verify at the Site are the exclusive property of Verify and are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Content does not include Your User Data (as defined above), which is Your property. Except as expressly authorized by Verify in writing, You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, You may print or download a reasonable number of copies of the Content on the Site for Your own informational purposes; provided, that You retain all copyright and other proprietary notices contained in that Content. Reproducing, copying or distributing any Content for any other purpose is strictly prohibited without the express prior written permission of Verify. You may also use the Verify name and/or logo, solely in accordance with Verify's Trademark Guidelines; provided, however, Verify can revoke that privilege at any time.

You hereby consent that, if You choose to become a paying customer of Verify, Verify may identify You as an Verify customer (using Your name and logo) and generally describe the products or services it provides to You in its promotional materials, presentations, and proposals to other current and prospective customers.

Third Party Services, Other Websites and Content:

You understand and agree that your use of the Service may involve the creation or use of Content that may be governed by the Terms of Service of third party websites (e.g. – Twitter or Facebook). You hereby agree to review and comply with the Terms of Service of third-party websites used by the Service. You agree to indemnify Verify for any losses, costs, expenses or damages incurred by Verify due to your violation of a third party's Terms of Service. The Service may contain (or you may access through the Service) pages, web feeds, streams, widgets and other content from other websites ("Third Party Services") which may contain articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Third Party Services and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Services accessed through the Service or any Third Party Content linked or posted through the Service, including without limitation the content, accuracy, offensiveness, opinions, reliability, legality, or policies of or contained in the Third Party Services or the Third Party Content. Inclusion of or linking to any Third Party Service or any Third Party Content does not imply approval or endorsement of the Third Party Service by us. If you decide to access any Third Party Services, you do so at your own risk and you should be aware that our terms and policies may no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Services which you utilize or to which you navigate.

**HOW CAN VERIFY TERMINATE THIS AGREEMENT OR LIMIT YOUR USE OF THE SERVICE?
CAN YOU CANCEL YOUR ACCOUNT?**

Verify is constantly working to improve the Service, so it may make changes to the Service periodically (including discontinuing certain parts of the Service), but it will inform You about material changes via this site. If You don't like the changes, Your only remedy is to stop using the Service. If Verify decides to permanently stop offering the Service entirely, it will inform You of that in advance as well.

Verify may terminate Your access to all or any part of the Service at any time if Verify believes You are in breach of this Agreement or in breach of any additional terms Verify may agree to with You. Termination will be effective upon notice thereof to You. Upon receiving notice of termination from Verify, You will no longer access (or attempt to access) the Service. Some parts of the Service may be unavailable to You, depending on whether You have chosen to purchase a Subscription or in accordance with additional terms You may have agreed to with Verify.

Some provisions of this Agreement are meant to survive termination; for example, the terms regarding ownership of the Content on the Site, the section where We tell You that the Service is provided “AS IS,” and the section where We limit Our liability to You. The provisions that a reasonable person would assume are meant to survive termination, including the examples above, will survive termination.

If You choose to cancel Your account, You will lose access to all of Your User Data or any other information associated with Your account, and Verify may permanently delete Your User Data and information at that time. Your User Data and other information cannot be recovered after You cancel Your account, so don't cancel Your account unless You are sure You no longer need Your User Data or information.

HOW DOES VERIFY TREAT INFORMATION WE COLLECT FROM YOU?

Verify's current privacy policy (the “Privacy Policy”) is available at the Site, and is hereby incorporated into this Agreement by this reference. Verify strongly recommends that You review the Privacy Policy closely.

DOES VERIFY OFFER SUPPORT?

Verify offers technical support as described on the Pricing Details page, but We do not make any promises regarding how fast We will respond to a request for support or that We will be able to fix any problems You may be having. We reserve the right to access any and all of Your User Data in order to respond to Your requests for support.

WHAT OTHER LEGAL TERMS APPLY TO THE SERVICE?

Indemnification: You are responsible for all User Data, and for Your activity in connection with the Service. You shall indemnify and hold harmless Verify (and its affiliates), and each of its (and its affiliates) respective employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from (i) Your use or misuse of the Service; (ii) Your access of or to

any part of the Service; (iii) any User Data; or (iv) Your violation of this Agreement or any additional terms You agree to with Verify.

Warranty Disclaimer: The Service (including, without limitation, the Site and any software Verify may provide to You) is provided on an “AS IS” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Neither Verify nor Verify’s vendors makes any warranty that (i) the Service is free of viruses or other harmful components; (ii) the Service will be error-free or uninterrupted (including, without limitation, interruptions that occur in the context of regularly scheduled maintenance); (iii) any information or advice obtained by You in connection with the Service will be accurate or complete; or (iv) the results of using the Service will meet Your requirements.

Limitation of Liability: In no event shall Verify or its vendors be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the Service (or any content or information available through the Service): (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, even if foreseeable, (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source), (iii) for any errors or omissions in, or for any loss or damage of any kind incurred as a result of Your use of, any Content or other information posted, emailed, transmitted or otherwise made available at or through the Service, or (iv) for any direct damages in excess of (in the aggregate) \$100.00 (U.S.), or, if You have purchased one or more Subscription(s), in excess of (in the aggregate) the fees paid or payable by You for such Subscription(s) for the six (6) month period preceding the claim that led to such damages. In addition, Verify shall not be liable for any loss or liability resulting, directly or indirectly, from Your inability to access or otherwise use the Site or Service (including, without limitation, any delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data processing failures, telecommunications or internet problems or utility failures). The foregoing limitations shall not apply to the extent that they are prohibited by Your local applicable law.

Other terms: This Agreement is void where prohibited by law, and Your right to access the Service is revoked in such jurisdictions. You certify that You are legally permitted to use the Service, and You take full responsibility for Your selection and use of the Service. The failure of either party to exercise (in any respect) any right provided for under this Agreement shall not be deemed a waiver of any further rights hereunder. Verify shall not be liable for any failure to perform its obligations under this Agreement where such failure results from any cause beyond Verify’s reasonable control (including, without limitation,

mechanical, electronic or communications failure or degradation, including “line-noise” interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by You except with Verify’s prior written consent. Verify may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by the internal laws of the State of Texas, and the parties submit to the exclusive jurisdiction and venue of the state and Federal courts located in Travis County, Austin, Texas. Notwithstanding the foregoing sentence, (but without limiting either party’s right to seek injunctive or other equitable relief immediately, at any time, in any court of competent jurisdiction), any disputes arising with respect to this Agreement shall be settled by arbitration in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”). The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the parties shall each select an arbitrator affiliated with JAMS, which arbitrators shall jointly select a third such arbitrator to resolve the dispute. The written decision of the arbitrator shall be final and binding on the parties and enforceable in any court. The arbitration proceeding shall take place in Austin, Texas, using the English language. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Verify in any respect whatsoever. Headings for each section have been included above for Your convenience, but such headings don’t have any legal meaning, and may not accurately reflect the provisions they precede.