



## Terms of Service

WHEREAS VERIDAY INC. SHALL PROVIDE THE SERVICES TO YOU UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

AND WHEREAS YOU HAVE READ THIS AGREEMENT CAREFULLY AND CONSIDERED HOW THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES WITH VERIDAY INC.

NOW THEREFORE By accepting this Agreement, and checking “I agree” below, you acknowledge that you have signed this Agreement and that, for lawful and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by you and Veriday), the terms of this Agreement are in force and effect upon your ELECTRONIC ACCEPTANCE AND submission of this Agreement to Veriday.

### 1. Overview

The following agreement (“Agreement”) is entered into between you (“Customer”, “you” or “your”) and Veriday Inc. (“Veriday”, “we”, or “us”), an Ontario corporation having its registered head office at 5580 Explorer Drive, Suite 500, L4W 5L1, Mississauga, Ontario, Canada as an “Advisor Website Agreement” pursuant to a Master Product & Services Agreement between Veriday and The Canada Life Assurance Company, dated November 15, 2019 (Customer Contract No.: CW49600) (the “Head Agreement”). The Customer is an “Advisor” pursuant to the Head Agreement and the Services (as hereinafter further defined and described) shall include the services Customer obtains related to an “Advisor Website” created and hosted by Veriday pursuant to and as contemplated in the Head Agreement. This Agreement is made effective on the date of electronic acceptance hereof. This Agreement sets forth the terms and conditions that

govern your use of <https://www.veriday.com/digital-agent/> (the “Website”) and the products and services (collectively, the “Services”) found at the Website, and is in addition to, not in lieu of, any specific terms and conditions that apply to your purchase of a particular Service from the Website. In the event that you provide a purchase order or other ordering document to facilitate your purchase, the document is incorporated by reference only to the extent that it identifies the Services to be purchased, and all other terms and conditions included in such document are hereby rejected by Veriday. Notwithstanding anything to the contrary set out in this Agreement, the parties hereto agree that the standards, specifications and functionality of an Advisor Website (as defined and contemplated by the Head Agreement) shall comply with the terms and conditions set out in the Head Agreement. Insofar as the following relate to an Advisor Website, in the event of any conflict between (i) the requirements, standards, specifications and/or functionality of the Services; (ii) the confidentiality obligations of Veriday; and/or (iii) the use and ownership of data used or disclosed in the Services as set out in this Agreement and (i) the requirements, standards, specifications and/or functionality of an Advisor Website; (ii) the confidentiality obligations of Veriday; and/or (iii) the use and ownership of data set out in the Head Agreement, the terms of the Head Agreement shall prevail. Your electronic acceptance and continued use of the Services signifies that you have read, understood and agreed to be bound by the terms and conditions of this Agreement as well as any policies posted on this Website and that by such acceptance and/or use of the Services you agree that any previous agreements between you and Veriday will be terminated and superseded by this Agreement. You acknowledge and agree that Veriday’s acceptance of this Agreement and the provision of Services are performed at Veriday’s offices in Mississauga, ON, Canada. Veriday, in its sole discretion, may refuse to provide the Services to any Customer at any time and for any reason. If Veriday exercises this right, Veriday will not charge you for the Services and Veriday will refund you any amounts pre-paid for the Services during the period that Veriday invoked its right to deny Service, and which will not be used as a result.

Veriday, in its sole and absolute discretion, may change or modify this Agreement, and the corporate policies and/or Service Specific Terms which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon the earlier of (i) our email notification to you advising you of such changes or modifications (ii) your electronic acceptance of this Agreement after such changes or modifications have been made to this Agreement as indicated by the “Last Revised” date at the top of this page or (iii) your continued use of the Services after Veriday posts the amended Agreement to the Website.

## 2. Notice Provisions

All notifications hereunder shall be sent, provided that it is not otherwise stipulated in this agreement or by the law, directly to the "Customer" by electronic means to your e-mail address on file with us. The parties hereby acknowledge that remittance via e mail is sufficient in each case to fulfill requirements for written notice at law and under this agreement and hereby waive any claim to the contrary. The Customer shall immediately notify Veriday of changes to its e-mail address, otherwise, all communications sent to the last known e-mail address for the Customer shall be treated as valid notice of their contents. Veriday may notify you with respect to the Services by sending notice to your Customer email address, or by a posting on the Website, or by both. Notices shall become effective immediately upon being sent by Veriday's e-mail server. Notice from the Customer shall be submitted via notification of service forms on the Website or by e-mail to: [serviceagreement@veriday.com](mailto:serviceagreement@veriday.com), and is effective upon submission on the website or when by the Customer's email server to the Veriday email address herein.

### 3. Eligibility, Point of Contact, Account Ownership

The Services found at this Website are available only to Customers who are permitted to form legally binding contracts under applicable law. By using the Services found at this Website, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law in Ontario, Canada as well as in your jurisdiction. You further represent and warrant that you are not on the United States Department of

Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Veriday is legally prohibited to provide the Services.

Customer shall designate a single person to be the "Account Owner" in the accompanying Registration Form. Customer's Account Owner shall have full authority to enter into agreements and make binding decisions on behalf of Customer. Customer agrees that Veriday may rely on representations made by Customer's Account Owner. Customer may change its Account Owner at any time by giving written notice to Veriday in accordance with the notice provisions of this Agreement. Veriday is under no obligation to accept instructions from anyone other than the Customer. Notwithstanding the foregoing, Veriday shall not be liable for any loss or damage resulting from Veriday's reliance on any instruction, notice, document or communication reasonably believed by Veriday to be genuine and originating from an authorized representative of Customer's corporate entity. If there is reasonable doubt about the authenticity of any such

instruction, notice, document or communication, Veriday reserves the right (but not the obligation) to require additional authentication from Customer. In order to permit Veriday to protect the quality of its products and services, you hereby consent to Veriday staff being able to access your account and records as held on Veriday servers or in Veriday customer files in any media format, on a case by case basis solely for the purpose of investigating complaints or other allegations or abuse.

## 4. Fees and Payment Plans

1. Fees. In consideration of the Services, Customer will pay to Veriday all fees due according to the prices and terms listed on this Website. Veriday offers monthly plans. All sales are final and Veriday offers no partial or full refunds of any kind on any purchase unless otherwise expressly noted, even if your Services are suspended, terminated or transferred before the end of the Services. Notwithstanding the foregoing, fees related to the Advisor Website shall be in the amount agreed upon in the Head Agreement unless Veriday and Customer agree to a fee more favourable to Customer. Customers who participate in the Canada Life – Advisor Pilot Project established between Supplier and The Canada Life Assurance Company pursuant to a Service Agreement issued under the Head Agreement (the “Pilot Project”) shall pay the amount of fees established by the Pilot Project during the duration of the Pilot Project.
2. Payment. All payments are due upon completion of Customer registration on the Website, and Services shall not be commenced until payment is received by Veriday. All recurring charges shall be due on the monthly anniversary date of your initial registration on the Website. It is Customer’s responsibility to review all charges for accuracy and to notify Veriday, in accordance with the Notice Provisions of this Agreement, of any disputed charges. Failure of the Customer to notify Veriday of a disputed charge within three (3) months following such invoice or statement containing the charge being made available for review by the Customer shall, in the absence of error, constitute Customer’s agreement that all charges are valid and Customer agrees to waive any claims it may have had regarding such charge. If a payment is refused or rejected by Customer’s bank, or Veriday incurs additional costs due to payment refusal by Customer’s bank (e.g., bank fees) for any reason, then Customer shall be charged a service fee of \$30 required to reimburse all such fees and costs incurred by Veriday; in addition the Customer shall be immediately deemed to be in default of this Agreement. Accounts and all amounts in default are subject to a late payment charge of 1.5% per month, or the maximum amount permitted by law, whichever is greater, until fully paid. If Customer defaults, Customer agrees to pay Veriday its reasonable expenses, including reasonable attorney fees and legal expenses or collection agency fees, incurred in enforcing its rights under this Agreement.

3. Billing Policies and Cycles. We offer billing via Stripe charge only. All initial fees must be paid prior to the first day of active service. These fees may include service setup fees and a monthly service charge. Veriday's billing cycle begins on the day we setup your account, and shall be due monthly thereafter. Veriday attempts to automatically charge the card on file for any past due invoice for current, suspended and cancelled accounts. Accounts suspended and reactivated must pay all past due and current amounts. Accounts past due over 30 days cannot be reactivated. You must sign up for new service and pay the full setup fees associated with the plan you choose. To cancel your account, you must contact our support team in accordance with the notice provisions hereunder. To ensure that you are not billed for another month of service, you must cancel your account in accordance with termination terms detailed below.

Note: All correspondence or notifications from Veriday to you, including but not limited to billings, invoices and notices regarding the Services, shall be conducted in accordance with the Notice Provisions. It is the sole responsibility of the Customer to maintain a current e-mail address with us and to notify us of any changes to your e-mail address.

4. Taxes. All fees charged by Veriday for the Services are exclusive of all taxes, H.S.T and similar taxes and value added taxes currently in force or enacted in the future shall be applied to the delivery of Services, all of which Customer shall be responsible for and shall pay in full, at the time the Services are ordinarily billed. If Veriday is required to pay directly any such taxes, Customer shall, upon receipt of Veriday's invoice, promptly reimburse Veriday for any such taxes paid by Veriday.

## 5. Term and Termination

1. Term. This Agreement is effective when electronically accepted by the Customer ("Effective Date") Initial term of this Agreement is One Month starting from the Effective Date. This Agreement shall automatically renew for additional terms of one (1) month each unless either Party shall give written notice of termination at least ten (10) days prior to the expiration of the original term or any renewal thereof. Notwithstanding the foregoing, Customers who are participants of the Pilot Project are entitled to terminate this Agreement at any time during the term of the Pilot Project upon ten (10) days notice to Supplier. A Customer who participates in the Pilot Project and does not terminate this Agreement within thirty (30) days of the completion Pilot Project shall be deemed to have elected to renew this Agreement for an additional term of one (1) month effective from the date the Pilot Project is completed. Thereafter, this Agreement shall renew and be terminated in accordance with this Section 5.
2. Termination. Either party may terminate this agreement by providing written notification of termination at least ten (10) days prior to the expiration of the original term or any renewal thereof.

Both parties are free to immediately dissolve the agreement for an important reason.

An important reason for immediate dissolution of this agreement (with requirement of return of all pre-paid and unearned fees to Customer by Veriday) is especially present when Veriday:

- Ceases to do business or perform any of its obligations under this agreement (except as otherwise permitted by the terms of this Agreement) or is declared or becomes bankrupt or an insolvent debtor, or enters into an assignment or proposal for the benefit of creditors, or a receiving order (or an order with like powers) is made against it;
- Negligently or purposefully violates Customer's privacy in a material way, such that it presents a legally punishable act according to applicable privacy laws;
- Has its services to the Customer suspended by injunction or other legal remedy, such that Customer can no longer enjoy the benefit of the services for which it has paid
- An important reason for the immediate dissolution of this agreement by Veriday is especially present when the Customer: ◦ is declared or becomes bankrupt or an insolvent debtor, enters into an assignment or proposal for the benefit of creditors, or a receiving order (or an order with like powers) is made against it;
- Is at least one month in arrears of its payments with regards to the liabilities to pay as set out in this agreement and has been provided with notice of cancellation, including a seven day right to remedy the default, by Veriday;
- Negligently or purposefully violates data protection regulations, which present a legally punishable act or administration violation according to the data protection laws or penal law or culpably goes against such laws intended to protect a third party's data or violates through the use of the services set out in this agreement the statutory provisions or encroaches on the copyrights, intellectual property rights or right to a name of a third party,
- Uses the services provided for the purpose of supporting criminal, illegal or ethically dubious dealings.

## 6. Use of Your User Content

Some of the features of this Website or the Services found on this Website may allow Customer to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By providing User Content to Veriday via any method, including but not limited to website submission, e-mail and survey responses, you

represent and warrant to Veriday that (i) you have all necessary rights to distribute User Content via this

Website or via the Services found at this Website, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

## 7. Support + Third-Party Software

Veriday shall provide support only to its technology platform and features and will not perform support requests pertaining to third party applications or software, even if connected to your account. Additionally, in the event you elect to install any third-party software, the following terms shall apply. You represent and warrant you have the right to use and install the third-party software, and have paid the applicable licensing fees for the third party software, and the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless Veriday and its employees, officers and directors for, from and against any and all claims brought against Veriday and its employees, officers and directors by a third-party alleging the software infringes: (i) the third-party's rights; or (ii) a U.S. patent, trademark, copyright or other intellectual property right. You agree that in such an event you shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by Veriday in connection with any such claims.

## 8. Domain Names

1. Creation of Domains. The Digital Agent Sites Service enables You to associate Your Digital Agent Site with Your own domain name, which You have registered or will register through the Internet Corporation for Assigned Names and Numbers ("ICANN"). Your use of Your domain name registered with ICANN is subject to ICANN's policies, including without limitation, being bound by the terms of the ICANN Uniform Domain Name Dispute Resolution Policy located at <http://www.icann.org/udrp/udrp.htm> as may be amended or relocated from time to time.

2. Rejection of Domains Before Publication. Veriday may, in its sole discretion, reject any domain proposed by You before We publish it as part of a URL or associate a Digital Agent Site with it.
3. Disabling of Domains After Publication. If, after You have submitted a domain and we have published it or associated it with a Digital Agent Site, We determine, in Our sole discretion, that it violates these Terms, or if We receive a notice or claim alleging that any such domain or subdomain violates or infringes any law or third-party right, We may disable the associated URL and Digital Agent Sites and make reactivation of those Digital Agent Sites conditional on Your submitting a new domain or subdomain acceptable to Us. We reserve these rights irrespective of whether or not ICANN requires You to cease using a domain.

## 9. Recommendations

VERIDAY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING PRODUCTS AND SERVICES THAT ARE NOT PURCHASED FROM VERIDAY, INCLUDING THE COMPATIBILITY OF SUCH PRODUCTS AND SERVICES WITH VERIDAY SOFTWARE. Your use of any such products and services is governed by the terms of your agreement with the provider of those products and services.

## 10. Software Updates

From time to time, Veriday may update the software associated with the Services for many reasons, including but not limited to, (a) to maintain Payment Card Industry (PCI) compliance; (b) to fix bugs or problems in previous versions; and/or (c) to enhance functionality or features. Veriday makes no warranty that such updates will not affect your use of the Services or introduce new

but unknown bugs into the software. Further, Veriday shall not be responsible for the effect an update has on any code not provided by Veriday and any modifications to such code to restore functionality shall be Customer's sole responsibility and cost. Where software is provided by Veriday, we will provide technical support for the most recent update or version of the Software associated with the Services. From time to time, Veriday may provide support for an older version(s) of software, however Veriday reserves the right to suspend or terminate such support at any time, with or without notice.

## 11. Sublicense



Customer may not sublicense or resell any of Veriday's Services to any third parties without the prior written permission of Veriday, which permission may be unreasonably withheld. By way of example and not limitation, Customer may not provide Web Hosting services through its Veriday Services to any third party without Veriday's prior written permission. Any attempts to do so would be considered a material breach and grounds for termination of this Agreement.

## 12. Prohibited Practices

Veriday shall have no duty or obligation to monitor Customer's Content or any other Content provided or distributed by others, and Veriday shall not edit or otherwise exercise any control over Customer's Content. Notwithstanding, Veriday may, in its sole discretion at any time, without notice to Customer, and without liability to Customer, remove from public view, disconnect, or terminate the hosting of any of Customer's Content or other Content that Veriday deems in its sole discretion to be offensive or illegal, for any one or more of the following reasons: (i) the content is adjudicated to be in violation of the laws of the state where the server resides; (ii) illegal or sexually explicit Content or activities, or any Content that allegedly violates the law, rules or regulations of any country or subdivision thereof; (iii) the Content constitutes harassment of users of the System; (iv) Customer's noncompliance with or material breach of any of the terms and conditions of the Acceptable Usage Policy (AUP) or this Agreement; or (iv) claims made by third parties against Veriday that Customer or any of its end users has engaged in one or more of the above practices.

## 13. No Solicitation

Customer shall NOT solicit any employees of Veriday or its affiliates with proposals to hire them as the Customer's employees or contractors. If you were to solicit and subsequently hire any of Veriday's employees, you agree to pay Veriday liquidated damages equal to the greater amount of three (3) years' salary for each individual employee that you hire, or \$200,000.00 Canadian. For greater clarity, you are not deemed to have solicited a Veriday employee where such employee has responded to an advertisement in a publication of general distribution (eg. Newspaper, magazine, web-page advertisement), or who applies via an employment agency which was not directed to target Veriday employees, or where such solicitation takes place more than 1 year after termination of this Agreement or immediately upon Veriday's bankruptcy or cessation of the business which is the subject matter of this Agreement.

## 14. Customer's Indemnification

Customer shall indemnify and hold harmless Veriday from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to Customer's provision, or an end user's use, of Customer's Content, or any act, error, or omission of Customer in connection therewith, including but not limited to matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property or other right; or violation of any applicable law. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

## Veriday Indemnification

Veriday shall defend, indemnify and save Customer harmless from all legal actions losses, damages and expenses of any kind, (including reasonable legal fees and disbursements incurred) which are made against, incurred by Customer as a consequence of:

- (i) any breach by Veriday of this Agreement, or
- (ii) pertaining to the infringement by Veriday of any Canadian or U.S. copyright, patent, trade mark, or of any trade secret or other intellectual property right of any other person, provided Customer gives prompt notice of any such claim and permits Veriday to assume carriage of any such action.

## 15. Disclaimer Of Warranties

CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT YOUR USE OF THIS WEBSITE AND THE SERVICES FOUND AT THIS WEBSITE SHALL BE AT YOUR OWN RISK AND THAT THIS WEBSITE AND THE SERVICES FOUND AT THIS WEBSITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". VERIDAY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE VERIDAY DOES NOT WARRANT NON-INFRINGEMENT, IT ACKNOWLEDGES THE APPLICATION

OF THE INDEMNIFICATION FOR INFRINGEMENT AS PROVIDED UNDER S. 14 HEREIN. VERIDAY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ABILITY OF THE SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF

THIS WEBSITE, (III) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS WEBSITE, AND/OR (IV) THE SERVICES FOUND AT THIS WEBSITE OR ANY WEBSITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND VERIDAY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY VERIDAY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

## 16. Limitation of Liability

OTHER THAN ITS RESPONSIBILITIES UNDER THE INDEMNIFICATION PROVISIONS HEREIN, VERIDAY ASSUMES NO RESPONSIBILITY WITH RESPECT TO CUSTOMER'S OR END USER'S USE OF THE SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS, LOST REVENUE OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF VERIDAY IS AWARE OF THE POSSIBILITY THEREOF. VERIDAY SHALL IN NO EVENT BE LIABLE IN AGGREGATE FOR MORE THAN THE TOTAL FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES DURING ANY 12- MONTH PERIOD.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION, WHETHER FOR DAMAGES OR INJUNCTIVE RELIEF, ARISING OUT OF OR RELATED TO THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE ALLEGED DAMAGES ARISE, WHETHER DISCOVERED OR NOT, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR

EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

## 17. Proprietary Rights Notice

The Service, which includes but is not limited to, all intellectual property rights in the Service are, and shall remain, the property of Veriday or its licensor (as applicable). All rights not expressly granted to you in this Agreement are hereby expressly reserved and retained by Veriday and its licensors (as applicable). Without limiting the generality of the foregoing, you shall not (and shall not allow any third party to): (a) use the Service outside of the scope of the limited license herein granted, including but not limited to use for the sole purpose of obtaining a competitive advantage against Veriday; (b) sublicense, distribute, copy, modify, adapt, translate, or prepare derivative works from, to the Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of Veriday; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Veriday (or any of its affiliates or licensors); (e) reverse engineer, disassemble, or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by applicable law; or (f) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.

Customer admits that any violation of this section of the Agreement shall cause irreparable harm to Veriday and accordingly the Customer consents that Veriday shall be entitled to default injunctive relief to restrain the Customer from engaging in any activities which constitute a breach of any of the provisions of this Agreement, and specifically this section of the Agreement, without limiting any other legal or equitable remedies available to the Corporation.

## Confidentiality

1. "Confidential Information" means any information that is:
  - Personal Information;
  - Contained in Customer Databases;
  - Veriday intellectual property;
  - Either Veriday or Customer proprietary, developmental and/or technical information, or information related to marketing, sales, operations, performance,

- cost, customers, know-how or business, and all software, process information and techniques related thereto;
- Non-public information that might be of use to competitors, or harmful to the disclosing party or its customers, if disclosed;
  - Information relating to third parties that the other party has obtained under an obligation of confidentiality, or as a result of a commercial relationship; and
  - All record-bearing media containing any Confidential Information disclosed pursuant to this Agreement. B. Other than Personal Information, this Confidentiality section shall not apply to any information which is or was:
    - Already available to the public at the time of disclosure or becomes available to the public through no breach of this Agreement by the receiving party;
    - Lawfully in the receiving party's possession prior to disclosure by the disclosing party, without obligation of confidentiality;
    - Received free from obligation of confidentiality from a third party lawfully permitted to disclose such information to the receiving party;
    - Independently developed by the receiving party prior to the disclosure by the disclosing party, as evidenced by its business records.
2. **Obligations Effective:** The parties agree that obligations of this Agreement with respect to this Confidentiality provision shall be effective as of the first date of receipt of the other party's Confidential Information or the Effective Date, whichever is earlier, and shall survive termination of this Agreement, and shall apply to each party's permitted successors and assigns.
  3. **Return of Confidential Information:** Within three (3) Days of receipt of a written request from the disclosing party, the receiving party undertakes to deliver to the disclosing party the disclosing party's Confidential Information (along with all copies). At the disclosing party's election, complete and destruction of Confidential Information may be substituted for their return.
  4. **Misuse of Confidential Information:** The parties agree that misuse of Confidential Information may cause immediate harm, and that without limiting any other remedies available at law, the disclosing party shall be entitled to seek an injunction or other equitable relief to remedy or prevent breach or threatened breach of these Reciprocal Confidentiality Provisions by the receiving party or any of its Personnel.

## 18. Acceptable Use Policy

1. **Acceptable Use Policy.** Veriday maintains on [www.veriday.com/digital-agent](http://www.veriday.com/digital-agent) Veriday's then-current Acceptable Use Policy ("AUP"). Customer agrees to abide by the AUP. Veriday may modify its AUP at any time, and shall post the

then-current AUP on [www.veriday.com/digital-agent](http://www.veriday.com/digital-agent), which will be effective upon posting.

2. End Users to Comply with AUP. Customer acknowledges that Veriday may terminate an end user's access to Customer's Web Site for noncompliance with Veriday's AUP. Veriday may thus terminate such end user's access to Customer's Content even if the end user has not violated Customer's own terms and conditions of use of its Web Site. Veriday acknowledges that

Customer may terminate a User's access to Customer's Content for noncompliance with Customer's terms and conditions. In order to maintain our system integrity and resources we expect our customers to act responsibly. When you use any Veriday services, in any form, you hereby agree to the following Conditions regarding the Content.

Veriday maintains high standards and values, and expects the same from its customers. We reserve the right to suspend or cancel a customer's access to any or all Services provided when we decide, in our sole discretion, that the account has been inappropriately used. In short we may decline Services because of:

1. Adult Material (as described below)
2. Illegal content
3. Use of the Services in a manner in which it was not intended
4. Use of the Services in a manner which does not conform to Veriday's values

In addition, any Website using Veriday software must maintain a hyperlink to "<https://www.veriday.com/digital-agent>" at the bottom/footer of the Website, which is visible throughout the majority of the Website. If the hyperlink is not found, Veriday reserves the right to place the hyperlink on your Website without notice.

## Adult Material Policy

Veriday maintains a strict "No Adult Material Policy". Any presentation of material that is sexual, pornographic or obscene in nature, as determined in Veriday's sole discretion, will not be allowed. By way of example and not limitation, "Adult Material" includes any of the following:

- Any photos or videos showing frontal nudity on either men or women.
- Any photos or videos showing any sexually explicit nudity.
- Any audio clips or text containing sexually explicit material.
- Any explicit adult toys such as vibrators, etc.
- Any websites with direct links to other websites containing such material.

- Any website engaged in the sale of sexually explicit items.

If your website contains material that you are unsure about, please let us know before placing the order.

## 19. UDRP

The most recent version of the Uniform Domain Name Dispute Resolution Policy can be found at <http://www.icann.org/en/udrp/#udrp>.

## 20. Changes

Veriday reserves the right at any time to modify this Agreement and to impose amended or new terms or conditions on your use of the Services. An email advising of such modifications and additional terms and conditions will be sent to your email address no less than 7 days prior to publication, at which time the amended and/or new terms shall be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof. Where you object to the amended or new terms, you may provide notification within the 7 day period and terminate your use of the service, in which case, Veriday will return pre-paid but unearned fees for services which will not be used as a consequence.