

EULA



www.identi3profiling.com

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PLEASE READ THIS USER LICENSE AGREEMENT CAREFULLY.

BY USING THE SOFTWARE THAT ACCOMPANIES THIS EULA, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT SIGN-IN OR USE THE SOFTWARE.



Winner of
HUMAN RESOURCES
Psychometric Provider
of the year



Finalist of
HUMAN RESOURCES
Team Building Provider
of the year

End User License Agreement

IMPORTANT: THIS IDENTI3 END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND IDENTI3. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THIS INTELLECTUAL PROPERTY AND SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY USING THE TOOL OR BY SIGNING IN AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THIS INTELLECTUAL PROPERTY AND SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IDENTI3 RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AND OTHER GUIDELINES OR RULES POSTED ON THE SITE FROM TIME TO TIME AT ITS SOLE DISCRETION, AND WILL PROVIDE NOTICE OF MATERIAL CHANGES ON THE HOME PAGE OF THE SITE. YOUR CONTINUED USE OF THE SITE, OR ANY MATERIALS OR SERVICES ACCESSIBLE THROUGH IT, AFTER SUCH NOTICE HAS BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT CONTINUE.

DEFINITIONS

USE IN THIS CLAUSE, THE FOLLOWING TERMS ARE USED:

“CLIENTS’ MEAN BUSINESS-TO-BUSINESS (B2B) COUNTERPARTIES SUCH AS CORPORATE CLIENTS, TRAINERS AND COACHES.

‘END USERS’ MEAN BUSINESS-TO-CONSUMERS (B2C) COUNTERPARTIES SUCH AS TEST TAKER, JOB CANDIDATES.

“IDENTI3” MEANS IDENTI3, INC. AND ITS LICENSORS, TRADENAMES, IF ANY. “SOFTWARE” MEANS ONLY THE IDENTI3 INTELLECTUAL PROPERTY, SOFTWARE PROGRAM(S) AND THIRD PARTY SOFTWARE PROGRAMS, IN EACH CASE, SUPPLIED BY IDENTI3 HEREWITH, AND CORRESPONDING DOCUMENTATION, ASSOCIATED MEDIA, PRINTED MATERIALS, AND ONLINE OR ELECTRONIC DOCUMENTATION, AND ALL UPDATES OR UPGRADES OF THE ABOVE THAT ARE PROVIDED TO YOU.

“DATA CONTROLLER” MEANS A PERSON/ENTITY WHO DETERMINES THE PURPOSES FOR WHICH AND THE MANNER IN WHICH ANY PERSONAL DATA ARE, OR ARE TO BE, PROCESSED (COLLECTED, USED, AMENDED, RETAINED, DESTROYED ETC); “DATA PROCESSOR” MEANS A PERSON/ENTITY (OTHER THAN AN EMPLOYEE OF THE DATA CONTROLLER) THAT PROCESSES PERSONAL DATA ON BEHALF OF THE DATA CONTROLLER;

“PERSONAL DATA” MEANS DATA (RECORDED INFORMATION) WHICH RELATES TO A LIVING

INDIVIDUAL WHO CAN BE IDENTIFIED FROM THAT DATA, (OR FROM THAT DATA AND OTHER INFORMATION WHICH IS IN THE POSSESSION OF THE DATA CONTROLLER);

AND “SENSITIVE PERSONAL DATA” MEANS PERSONAL DATA RELATING TO THE RACIAL OR ETHNIC ORIGIN OF THE DATA SUBJECT, POLITICAL OPINIONS, RELIGIOUS (OR SIMILAR) BELIEFS, TRADE UNION MEMBERSHIP, PHYSICAL OR MENTAL HEALTH OR CONDITION, SEXUAL LIFE, THE COMMISSION OR ALLEGED COMMISSION OF ANY OFFENCE, OR ANY PROCEEDINGS FOR ANY OFFENCE COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED BY HIM.

BOTH PARTIES SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN RELATION TO THE COLLECTION, PROCESSING AND STORAGE OF PERSONAL DATA RELATING TO ASSESSED INDIVIDUALS (“CANDIDATES”).

IN CIRCUMSTANCES WHERE YOU PROVIDE US WITH PERSONAL DATA TO IDENTIFY AND CONTACT EACH CANDIDATE (“CANDIDATE DATA”), WE WILL THEN COLLECT PERSONAL DATA FROM EACH CANDIDATE AS PART OF OUR ASSESSMENT (“ASSESSMENT DATA”) BEFORE RECORDING THE RESULTS OF OUR ASSESSMENT ON EACH CANDIDATE (“RESULTS DATA”).

WHERE WE ACT AS DATA PROCESSOR

FOR THE AVOIDANCE OF DOUBT, CLIENT COMPANIES AND CHANNEL PARTNERS ARE THE DATA CONTROLLER OF ALL CANDIDATE DATA AND THE RESULTS DATA THAT WE PROVIDE TO YOU. WE WILL ACT AS DATA PROCESSOR ON YOUR BEHALF IN RESPECT OF THE CANDIDATE DATA, THE ASSESSMENT DATA AND IN PROVIDING YOU WITH THE RESULTS DATA.

INSOFAR AS WE ACT AS YOUR DATA PROCESSOR, WE: (A) WILL PROCESS PERSONAL DATA IN ACCORDANCE WITH YOUR REASONABLE INSTRUCTIONS OR OTHERWISE AS MAY BE REQUIRED TO PROVIDE YOU WITH THE PRODUCT(S) OR SERVICES YOU HAVE REQUESTED FROM US; AND (B) SHALL ENSURE THAT WE HAVE TECHNICAL AND ORGANISATIONAL MEASURES IN PLACE AGAINST UNAUTHORISED OR UNLAWFUL PROCESSING OF PERSONAL DATA AND AGAINST ACCIDENTAL LOSS OR DESTRUCTION OF, OR DAMAGE TO, PERSONAL DATA HELD OR PROCESSED BY US, APPROPRIATE TO THE HARM THAT MIGHT RESULT FROM SUCH UNAUTHORISED OR UNLAWFUL PROCESSING OR LOSS, DESTRUCTION OR DAMAGE TO PERSONAL DATA AND THE NATURE OF THE DATA.

YOU ACKNOWLEDGE THAT WE WILL UNDERTAKE OUR SERVICES IN VARIOUS COUNTRIES. WE WILL TRY TO OUR BEST TO TAKE APPROPRIATE STEPS TO ENSURE THE SAME LEVEL OF PROTECTION FOR

YOUR INFORMATION IN YOUR COUNTRY. HOWEVER, OTHER ASPECTS OF WARRANTIES AND LIMITED LIABILITY APPLIES.

WE AGREE TO CO-OPERATE WITH YOU IF YOU ASK US TO PROVIDE YOU WITH DETAILS OF THE PERSONAL INFORMATION WHICH WE PROCESS FOR YOU AS A DATA PROCESSOR AS DESCRIBED ABOVE, SUBJECT TO YOUR PAYMENT OF OUR REASONABLE CHARGES FOR SUCH ASSISTANCE. WHERE WE ACT AS A DATA CONTROLLER

IN ADDITION TO OUR ROLE AS DATA PROCESSOR, WE WILL, WHERE EXPRESSLY PERMITTED BY THE CANDIDATE, COLLECT PERSONAL DATA AND SENSITIVE PERSONAL DATA AND RETAIN COPIES OF ALL CANDIDATE DATA, ASSESSMENT DATA AND RESULTS DATA FOR RESEARCH AND OTHER PURPOSES. WE ARE A DATA CONTROLLER IN RESPECT OF SUCH INFORMATION WHICH IS COLLECTED AND RETAINED BY US.

FOR THE AVOIDANCE OF DOUBT BOTH PARTIES ACKNOWLEDGE THAT ALL PERSONAL DATA RECEIVED BY US FROM YOU IS (AND SHALL REMAIN) YOUR PROPERTY, SAVE FOR THE COPIES RETAINED BY US AS A DATA CONTROLLER AS SET OUT ABOVE OR UNLESS OTHERWISE AGREED IN WRITING.

LICENSE GRANTS

A LICENSE FOR THE SOFTWARE MAY NOT BE SHARED, INSTALLED WITHOUT PERMISSION FROM IDENTI3.

YOU AGREE THAT IDENTI3 MAY AUDIT YOUR USE OF THE SOFTWARE FOR COMPLIANCE WITH THESE TERMS AT ANY TIME, UPON REASONABLE NOTICE. IN THE EVENT THAT SUCH AUDIT REVEALS ANY USE OF THE SOFTWARE BY YOU OTHER THAN IN FULL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, YOU SHALL REIMBURSE IDENTI3 FOR ALL REASONABLE EXPENSES RELATED TO SUCH AUDIT IN ADDITION TO ANY OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF SUCH NON-COMPLIANCE.

YOUR LICENSE RIGHTS UNDER THIS EULA ARE NON-EXCLUSIVE.

CERTAIN RIGHTS ARE NOT GRANTED UNDER THIS AGREEMENT, BUT MAY BE AVAILABLE UNDER A SEPARATE AGREEMENT. IF YOU WOULD LIKE TO ENTER INTO A DISTRIBUTION AGREEMENT OR LEARN OF OTHER LICENSING STRATEGIES, PLEASE CONTACT US AT SUPPORT@IDENTI3.SYSTEMS

LICENSE RESTRICTIONS

YOU MAY NOT MAKE OR DISTRIBUTE COPIES OF THE SOFTWARE, OR ELECTRONICALLY TRANSFER THE SOFTWARE FROM ONE COMPUTER TO ANOTHER OR OVER A NETWORK.

YOU MAY NOT ALTER, MERGE, MODIFY, ADAPT

OR TRANSLATE THE SOFTWARE, OR DECOMPILE, REVERSE ENGINEER, DISASSEMBLE, OR OTHERWISE REDUCE THE SOFTWARE TO A HUMAN-PERCEIVABLE FORM.

YOU MAY NOT SELL, RENT, LEASE, OR SUBLICENSE THE SOFTWARE.

YOU MAY NOT MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE. YOU MAY NOT EXPORT THE SOFTWARE INTO ANY COUNTRY PROHIBITED BY THE UNITED STATES EXPORT ADMINISTRATION ACT AND THE REGULATIONS THEREUNDER.

IN THE EVENT THAT YOU FAIL TO COMPLY WITH THIS EULA, IDENTI3 MAY TERMINATE THE LICENSE AND YOU MUST DESTROY ALL COPIES OF THE SOFTWARE (WITH ALL OTHER RIGHTS OF BOTH PARTIES AND ALL OTHER PROVISIONS OF THIS EULA SURVIVING ANY SUCH TERMINATION).

YOU SHALL NOT USE THE SOFTWARE TO DEVELOP ANY SOFTWARE OR OTHER TECHNOLOGY HAVING THE SAME PRIMARY FUNCTION AS THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USING THE SOFTWARE IN ANY DEVELOPMENT OR TEST PROCEDURE THAT SEEKS TO DEVELOP LIKE SOFTWARE OR OTHER TECHNOLOGY, OR TO DETERMINE IF SUCH SOFTWARE OR OTHER TECHNOLOGY PERFORMS IN A SIMILAR MANNER AS THE SOFTWARE.

OWNERSHIP

THE FOREGOING LICENSE GIVES YOU LIMITED LICENSE TO USE THE SOFTWARE. IDENTI3 AND ITS SUPPLIERS RETAIN ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS, IN AND TO, THE SOFTWARE AND ALL COPIES THEREOF. ALL RIGHTS NOT SPECIFICALLY GRANTED IN THIS EULA, INCLUDING FEDERAL AND INTERNATIONAL COPYRIGHTS, ARE RESERVED BY IDENTI3 AND ITS SUPPLIERS.

THE MATERIALS AND SERVICES ON THIS SITE, AS WELL AS THEIR SELECTION AND ARRANGEMENT, ARE PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, AND/OR OTHER INTELLECTUAL PROPERTY LAWS, AND ANY UNAUTHORISED USE OF THE MATERIALS OR SERVICES AT THIS SITE MAY VIOLATE SUCH LAWS AND THESE TERMS OF USE. YOU AGREE NOT TO COPY, REPUBLISH, FRAME, DOWNLOAD, TRANSMIT, MODIFY, RENT, LEASE, LOAN, SELL, ASSIGN, DISTRIBUTE, LICENSE, SUBLICENSE, REVERSE ENGINEER, OR CREATE DERIVATIVE WORKS BASED ON THE SITE, ITS MATERIALS, OR ITS SERVICES OR THEIR SELECTION AND ARRANGEMENT, EXCEPT AS EXPRESSLY AUTHORISED IN THESE TERMS OF USE. IN ADDITION, YOU AGREE NOT TO USE ANY DATA MINING, ROBOTS, OR SIMILAR DATA GATHERING AND EXTRACTION METHODS IN CONNECTION WITH THE SITE.

USER CONDUCT

IN USING THE SITE, INCLUDING ALL SERVICES AND MATERIALS AVAILABLE THROUGH IT, YOU AGREE:

- NOT TO DISRUPT OR INTERFERE WITH THE SECURITY OF, OR OTHERWISE CAUSE HARM TO, THE SITE, OR ANY SERVICES, MATERIALS, SYSTEM RESOURCES, ACCOUNTS, PASSWORDS, SERVERS, OR NETWORKS CONNECTED TO OR ACCESSIBLE THROUGH THE SITE OR ANY AFFILIATED OR LINKED WEBSITES;
- NOT TO UPLOAD, POST OR OTHERWISE TRANSMIT THROUGH THE SITE ANY VIRUSES OR OTHER HARMFUL, DISRUPTIVE OR DESTRUCTIVE FILES;
- NOT TO CREATE A FALSE IDENTITY;
- NOT TO USE OR ATTEMPT TO USE ANOTHER'S ACCOUNT, PASSWORD, SERVICE, OR SYSTEM WITHOUT EXPRESS AUTHORISATION FROM IDENTI3;
- INTENTIONALLY OR UNINTENTIONALLY VIOLATE ANY APPLICABLE LOCAL, STATE, NATIONAL OR INTERNATIONAL LAW, OR ANY REGULATIONS HAVING THE FORCE OF LAW.

MANAGING CONTENT AND COMMUNICATIONS

ALTHOUGH IT IS NOT OUR INTENTION TO DO SO, IDENTI3 RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DELETE OR REMOVE USER CONTENT FROM THE SITE AND TO RESTRICT, SUSPEND, OR TERMINATE YOUR ACCESS TO ALL OR PARTS OF THIS SITE, AT ANY TIME (INCLUDING, WITHOUT LIMITATION, OUR GOOD FAITH BELIEF THAT YOU HAVE NOT COMPLIED WITH THESE TERMS OF USE) WITHOUT PRIOR NOTICE OR LIABILITY.

IDENTI3 MAY, BUT IS NOT OBLIGATED TO, MONITOR OR REVIEW (I) ANY AREAS OF THE SITE WHERE USERS TRANSMIT OR POST USER CONTENT, INCLUDING BUT NOT LIMITED TO AREAS WHERE SERVICES ARE AVAILABLE, AND (II) THE SUBSTANCE OF ANY USER CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IDENTI3 WILL HAVE NO LIABILITY RELATING TO USER CONTENT ARISING UNDER THE LAWS OF COPYRIGHT, LIBEL, PRIVACY, OBSCENITY, OR OTHERWISE.

USER REGISTRATION

WHERE USE OF THE SITE OR CERTAIN SERVICES OF THE SITE REQUIRE USER REGISTRATION, YOU WILL BE REQUIRED TO PROVIDE CERTAIN REGISTRATION INFORMATION (THE "REGISTRATION DATA").

IN REGISTERING TO USE THE SITE, INCLUDING ALL SERVICES AND MATERIALS AVAILABLE THROUGH IT, YOU AGREE TO:

- PROVIDE ACCURATE, COMPLETE AND UP TO DATE INFORMATION ABOUT YOURSELF AS REQUIRED BY THE SITES REGISTRATION FORM.
- MAINTAIN AND UPDATE YOUR REGISTRATION DATA TO KEEP IT ACCURATE, COMPLETE AND UP

TO DATE.

- YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT AND FOR ALL ACTIVITIES CARRIED OUT USING YOUR ACCOUNT INFORMATION. YOU AGREE TO NOTIFY IDENTI3 IMMEDIATELY OF ANY UNAUTHORISED ACTIVITY USING YOUR ACCOUNT INFORMATION OR IF YOU SUSPECT THAT THE CONFIDENTIALITY OF YOUR ACCOUNT INFORMATION HAS BEEN COMPROMISED.
- IDENTI3 RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO TERMINATE OR SUSPEND YOUR USE OF THE SITE, TERMINATE OR SUSPEND YOUR ACCOUNT AND REFUSE ANY CURRENT OR FUTURE USE OF THE SERVICES IF IT BELIEVES IN GOOD FAITH THAT YOU HAVE KNOWINGLY FAILED TO COMPLY WITH THE ABOVE USER REGISTRATION TERMS OF USE.

IDENTI3 PRIVACY POLICY

YOUR REGISTRATION DATA AND CERTAIN OTHER INFORMATION THAT YOU PROVIDE TO US ARE SUBJECT TO OUR PRIVACY POLICY. GUIDE

YOU ACKNOWLEDGE THAT OUR PRODUCTS AND/OR THE SERVICES ARE INTENDED TO PROVIDE A GUIDE ONLY TO YOU OF THE SUITABILITY AND APTITUDE OF POTENTIAL AND/OR EXISTING EMPLOYEES. ACCORDINGLY, YOU SHALL BE SOLELY RESPONSIBLE FOR ALL DECISIONS TAKEN OR NOT TAKEN IN RESPECT OF SUCH PERSONS AND SHALL INDEMNIFY US FOR ANY LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES) AND EXPENSES INCURRED BY OR AWARDED AGAINST US WHICH ARISE OUT OF YOUR DECISIONS TAKEN IN RESPECT OF SUCH PERSONS. WHERE WE HAVE PREPARED REPORTS FOR YOU, THESE REPORTS REPRESENT OPINIONS BASED ON TEST RESULTS AND MUST NOT BE RELIED UPON AS STATEMENTS OF FACT. IN PARTICULAR, WHILST WE HAVE MADE EFFORTS TO ENSURE THAT OUR PRODUCTS AVOID DISCRIMINATION BASED ON PROTECTED CLASSES (INCLUDING BUT NOT LIMITED TO SEX, ETHNIC GROUP, NATIONALITY AND AGE), NO GUARANTEE IS GIVEN THAT THIS WILL BE AVOIDED IN THE INTERPRETATION OF THE TESTS.

IP OWNERSHIP

ANY PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS IN OUR SERVICES, OUR PRODUCTS OR OUR ONLINE DATABASE AND ANY DEVELOPMENT, MODIFICATION OR IMPROVEMENT THEREOF WILL REMAIN WITH THE OWNING IDENTI3 COMPANY. ANY INTELLECTUAL PROPERTY CREATED BY OR ON BEHALF OF IDENTI3 IN THE COURSE OF THE PERFORMANCE OF OUR SERVICES OR THE CONTRACT OR OTHERWISE SHALL REMAIN OUR SOLE PROPERTY. YOU SHALL AT ALL TIMES REMAIN THE OWNER OF ANY PROPERTY (INCLUDING INTELLECTUAL PROPERTY) WHICH YOU PROVIDE TO US. FOR THE PURPOSES OF THIS CONTRACT, "INTELLECTUAL PROPERTY" MEANS ANY PATENT,

COPYRIGHT, DESIGN RIGHT, REGISTERED DESIGN, TRADE MARK, SERVICE MARK, TRADE NAME, DOMAIN NAME, ALGORITHMS, USER INTERFACE DESIGNS, ARCHITECTURE, KNOW-HOW, DATABASE RIGHT, UTILITY MODEL, UNREGISTERED DESIGN OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS SUBSISTING THROUGHOUT THE WORLD, WHETHER OR NOT REGISTERED AND ALL APPLICATIONS, RENEWALS AND EXTENSIONS OF THE SAME.

OUTPUT OWNERSHIP

UPON FULL AND FINAL PAYMENT YOU WILL ACQUIRE OWNERSHIP OF ANY REPORTS (EXCLUDING ANY AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN) GENERATED OR PRODUCED BY IDENTI3 OR ARISING AS A RESULT OF USE OF OUR PRODUCTS AND/OR SERVICES. IDENTI3 GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERRABLE PERPETUAL LICENSE TO USE THE INTELLECTUAL PROPERTY IN ACCORDANCE WITH INTELLECTUAL PROPERTY WARRANTIES INDICATED BELOW.

IF YOU ARE A END USER AND HAS USED OUR PRODUCTS THROUGH A CLIENT COMPANY OR OUR CHANNEL PARTNER, THE OWNERSHIP OF YOUR COMPLETED REPORT AND ITS RIGHTS BELONG TO BOTH THE CLIENT AND IDENTI3.

INTELLECTUAL PROPERTY WARRANTIES

(A) IDENTI3 WARRANTS AND REPRESENTS TO YOU, THAT IDENTI3, OR MEMBERS OF ITS GROUP EITHER OWN OR HAVE OBTAINED THE RIGHT TO USE, ALL INTELLECTUAL PROPERTY IN ALL DATABASES, DESIGNS, TEXT, GRAPHICS, THE SELECTION AND ARRANGEMENT THEREOF USED BY IDENTI3 IN THE COURSE OF PROVIDING OUR PRODUCTS OR SERVICES TO YOU (COLLECTIVELY "IDENTI3 MATERIALS"), OTHER THAN THOSE LICENSED TO IDENTI3 BY YOU.

(B) IDENTI3 WILL DEFEND AND INDEMNIFY YOU FROM AND AGAINST ANY CLAIM THAT ANY IDENTI3 MATERIAL INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT:

- (I) YOU WILL NOTIFY IDENTI3 IN WRITING (INCLUDING E-MAIL OR FAX) IMMEDIATELY UPON RECEIVING NOTICE OF A CLAIM, OR UPON REASONABLE SUSPICION OF A CLAIM BEING BROUGHT FOR INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY; AND
- (II) YOU WILL CO-OPERATE WITH IDENTI3'S REASONABLE REQUESTS FOR THE PROVISION OF INFORMATION OR OTHER ASSISTANCE RELEVANT TO THE CLAIM; AND
- (III) AT OUR ELECTION, YOU WILL ALLOW IDENTI3 TO EITHER OBTAIN FOR YOU THE RIGHT TO CONTINUE USING THE IDENTI3 MATERIALS, REPLACE IT, MODIFY IT SO IT BECOMES NON-INFRINGING, OR REFUND TO YOU THE

- AMOUNT(S) PAID TO IDENTI3 FOR SUCH MATERIALS; AND
- (IV) YOU WILL AT OUR REQUEST, ALLOW IDENTI3 TO CONDUCT SUCH DEFENCE OR SETTLEMENT; AND (V) YOU WILL NOT SETTLE OR MAKE ANY OFFER TO SETTLE THE CASE NOR MAKE ANY ADMISSION OF GUILT OR FAULT WITHOUT FIRST OBTAINING OUR PRIOR WRITTEN APPROVAL.

(C) YOU WARRANT THAT YOU WILL NOT, BY YOURSELF OR WITH ANY THIRD PARTY, DO OR OMIT TO DO ANY ACT THAT MIGHT IN ANY WAY: (I) DEVALUE OR OTHERWISE DETRIMENTALLY AFFECT THE INTELLECTUAL PROPERTY RIGHTS IN IDENTI3 MATERIALS; (II) ADVERSELY AFFECT THE REPUTATION OF ANY IDENTI3 COMPANY; (III) CAUSE CONFUSION, DECEPTION OR FALSE ASSOCIATIONS WITH PRODUCTS OR SERVICES THAT ARE NOT IDENTI3 MATERIALS (INCLUDING RECRUITMENT OR OTHER SERVICES) WHETHER BY PREPARING REPORTS THAT ARE IDENTICAL WITH, OR CONFUSINGLY SIMILAR TO, ANY REPORTS PREPARED BY IDENTI3, OR OTHERWISE.

INJUNCTIVE RELIEF

(A) IF YOU ARE AN ORGANISATION WHO IS PURCHASING OUR PRODUCTS AND/OR SERVICES TO MANAGE YOUR OWN INTERNAL HUMAN RESOURCES, THEN OUR PRODUCTS AND/OR SERVICES ARE PROVIDED FOR YOUR SOLE BENEFIT. UPON YOUR PURCHASE OF OUR PRODUCTS AND/OR SERVICES, WE GRANT YOU A NON-TRANSFERABLE, NON-EXCLUSIVE LICENCE FOR THE DURATION OF THIS CONTRACT TO USE OUR PRODUCTS AND/OR SERVICES ONLY IN THE COUNTRY WHERE YOUR BUSINESS IS REGISTERED AND SUBJECT ALWAYS TO THESE TERMS. IF YOU ARE AN ORGANISATION WHO IS PURCHASING OUR PRODUCTS AND/OR SERVICES TO ENABLE YOUR CLIENTS TO MANAGE THEIR INTERNAL HUMAN RESOURCES, THEN YOU WILL BE DEEMED TO BE A CHANNEL PARTNER AND THE PROVISIONS OF CHANNEL PARTNER SHALL APPLY TO YOU.

(B) IN ANY EVENT, YOU AGREE THAT YOU WILL ADMINISTER OUR PRODUCTS AND THE MATERIALS RELATING TO OUR SERVICES, IN COMPLIANCE WITH ALL RELEVANT LAWS, PROCEDURES OR GUIDELINES AND THAT YOU WILL NOT COPY, REPRODUCE, MODIFY OR ADAPT, TRANSLATE, DISASSEMBLE OR REVERSE ENGINEER ANY OF OUR PRODUCTS OR THE MATERIALS RELATING TO OUR SERVICES UNLESS WE AGREE IN WRITING OTHERWISE.

YOU AGREE THAT IN THE EVENT YOU VIOLATE ANY OF THE PROVISIONS OF THIS CLAUSE, IDENTI3 SHALL BE ENTITLED TO SEEK IMMEDIATE INJUNCTIVE RELIEF AGAINST YOU.

ASSIGNMENT

NEITHER PARTY SHALL ASSIGN OR OTHERWISE TRANSFER ITS RIGHTS OR RESPONSIBILITIES UNDER THE CONTRACT TO ANY THIRD PARTY

WITHOUT THE OTHER PARTY'S PRIOR WRITTEN CONSENT. WE MAY, HOWEVER, SUB-CONTRACT OUR DUTIES TO OUR GROUP COMPANIES, APPROVED DISTRIBUTORS, PARTNERS, ASSOCIATES OR OTHER QUALIFIED SUBCONTRACTORS BUT WE WILL REMAIN AT ALL TIMES RESPONSIBLE TO YOU FOR THEIR PERFORMANCE. A THIRD PARTY SHALL NOT HAVE THE RIGHT TO ENFORCE ANY TERM OF THE CONTRACT WITHOUT OUR PRIOR WRITTEN AGREEMENT WHICH AGREEMENT MUST REFER TO THIS CLAUSE.

LAW/JURISDICTION

THE CONTRACT AND ANY DISPUTE ARISING OUT OF IT (WHETHER CONTRACTUAL OR NON-CONTRACTUAL) SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS: (A) OF THE STATE OF NEW YORK, IF YOU PURCHASED THE LICENSE OF IDENTI3 SOFTWARE IN THE UNITED STATES, MEXICO, CENTRAL AMERICA, CANADA, SOUTH AMERICA OR THE CARIBBEAN AND (B) OF ENGLAND AND WALES, IF YOU PURCHASED THE LICENSE OF IDENTI3 SOFTWARE IN EUROPE, ASIA (OTHER THAN JAPAN) OR THE REGION COMMONLY REFERRED TO AS OCEANIA. THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHEN NEW YORK LAW APPLIES AND THE COURTS IN ENGLAND, WHEN THE LAW OF ENGLAND AND WALES APPLIES, SHALL EACH HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER.

ADDITIONAL TERMS APPLICABLE TO SALES OF IDENTI3 ONLINE PRODUCTS AND SERVICES.

WE MAY PROVIDE YOU WITH AN ONLINE SYSTEM FOR MANAGING, ADMINISTERING AND REPORTING AGAINST ONLINE ASSESSMENTS OF INDIVIDUALS. THIS SERVICE MAY INCLUDE ESTABLISHING LINKS WITH YOUR WEBSITE, CONFIGURING OUR ONLINE SYSTEM FOR YOUR PURPOSES AND DELIVERING OUR ONLINE TESTS AND REPORTS TO YOU THROUGH OUR ONLINE SYSTEM. YOU MAY PURCHASE ONLINE CREDIT UNITS TO USE IN CONJUNCTION WITH OUR ONLINE SYSTEM SUBJECT TO THE AUTOMATIC EXPIRY PROCESS SET OUT BELOW. THE APPROPRIATE NUMBER OF ONLINE CREDIT UNITS WILL BE DEDUCTED FROM YOUR ACCOUNT WHENEVER AN IDENTI3 ONLINE TEST IS STARTED OR AN IDENTI3 REPORT IS RUN, WITH YOUR PERMISSION.

ALL ONLINE CREDIT UNITS PURCHASED WHICH REMAIN UNUSED AFTER A PERIOD OF ONE (1) YEAR FROM THEIR DATE OF PURCHASE, SHALL AUTOMATICALLY EXPIRE AND BE DELETED FROM YOUR SYSTEM. NO REFUND SHALL BE PAYABLE FOR EXPIRED UNITS. ONLINE CREDIT UNITS PURCHASED.

ACCESS/SECURITY

YOU SHALL NOMINATE EMPLOYEES WHO WILL HAVE ACCESS TO OUR ONLINE SYSTEM AND ARE RESPONSIBLE FOR THEIR USE OR MISUSE OF OUR ONLINE SYSTEM. YOU SHALL INSTRUCT YOUR EMPLOYEES TO KEEP CONFIDENTIAL ANY USER NAME AND PASSWORD ASSIGNED TO THEM. YOU MUST NOTIFY US OF ANY ACTUAL OR ANTICIPATED UNAUTHORISED ACCESS TO OR USE OF OUR ONLINE SYSTEM AS SOON AS YOU BECOME AWARE OF THIS.

LOGO

WHERE YOU REQUIRE US TO PROVIDE YOU WITH A WEBSITE BRANDED WITH YOUR LOGO, YOU AGREE THAT WE MAY USE YOUR LOGO FOR THIS PURPOSE FOR THE DURATION OF THE CONTRACT.

UPGRADES AND MAINTENANCE

WE MAY FROM TIME TO TIME CONDUCT SYSTEM UPGRADES AND MAINTENANCE TO OUR ONLINE SYSTEM. UPGRADES MAY BE PROVIDED AT NO COST TO YOU. HOWEVER, IF ANY UPGRADE COSTS ARE PAYABLE, WE WILL OBTAIN YOUR PRIOR CONSENT. WE WILL PROVIDE YOU WITH REASONABLE NOTICE OF THE IMPLEMENTATION OF THESE UPGRADES UNLESS IMMEDIATE ACTION IS REQUIRED, FOR EXAMPLE, IN THE EVENT OF A SECURITY BREACH. WE WILL ALSO CONDUCT ROUTINE MAINTENANCE ON OUR ONLINE SYSTEMS, AND THE SYSTEMS MAY BE INACCESSIBLE DURING SUCH MAINTENANCE. WE WILL TRY TO PROVIDE PRIOR NOTICE OF SUCH MAINTENANCE, AND WILL RESTORE ACCESS AS SOON AS PRACTICABLE.

WE PROVIDE OUR ONLINE SYSTEM TO YOU FOR A FIXED MINIMUM TERM OF 12 MONTHS FROM THE DATE OF THE CONTRACT. IF YOU WISH TO TERMINATE THE CONTRACT (OTHER THAN FOR OUR DEFAULT), YOU CAN ONLY DO SO AFTER THIS PERIOD.

LIABILITY

YOU ACKNOWLEDGE THAT PERFORMANCE AND ACCESS TO OUR ONLINE SYSTEM ARE DEPENDENT ON THIRD PARTIES, SUCH AS INTERNET SERVICE PROVIDERS, AND THE LEVEL OF USE OF OUR ONLINE SYSTEM BY YOURSELF AND OTHER CLIENTS OF IDENTI3. ACCORDINGLY, YOU AGREE THAT IDENTI3 SHALL HAVE NO LIABILITY TO YOU TO THE EXTENT ANY LOSS YOU MAY SUFFER RESULTS DIRECTLY OR INDIRECTLY FROM: (A) FAILURES OF PERFORMANCE ON THE PART OF IDENTI3'S INTERNET SERVICE PROVIDER; OR (B) EXCESS LEVELS OF USE OF OUR ONLINE SYSTEM BY OUR OTHER CLIENTS OR BY YOURSELF; OR (C) REASONS RELATED TO THE PROVISION OF SYSTEM UPGRADES OR MAINTENANCE; OR (D) ANY SECURITY BREACH OF OUR SYSTEM UNLESS SUCH BREACH IS SHOWN TO BE THE RESULT OF OUR NEGLIGENCE; (E) EQUIPMENT OR TELECOMMUNICATION FAILURES OF THE CANDIDATE(S), YOU OR THIRD PARTIES; OR (F) ANY OTHER REASONS PROVIDED THAT OUR

ONLINE SYSTEM WAS NOT ENTIRELY INACCESSIBLE IN ANY ONE COUNTRY DUE EXCLUSIVELY TO IDENTI3'S SOFTWARE OR HARDWARE FOR ANY PERIOD EXCEEDING TEN (10) CONSECUTIVE HOURS OR AN AGGREGATE OF MORE THAN TWENTY-FOUR (24) HOURS IN ANY CALENDAR MONTH.

DELIVERY

WE SHALL NOT BE LIABLE FOR ANY NON-DELIVERY OF PRODUCTS UNLESS YOU GIVE US WRITTEN NOTICE OF THE NON-DELIVERY WITHIN 7 DAYS OF THE DATE WHEN OUR PRODUCTS WOULD IN THE ORDINARY COURSE OF EVENTS HAVE BEEN RECEIVED. OUR TOTAL LIABILITY TO YOU IN SUCH CIRCUMSTANCES SHALL BE LIMITED TO REPLACING OUR PRODUCTS WITHIN A REASONABLE TIME OR ISSUING A CREDIT NOTE AT THE PRO RATA CONTRACT RATE AGAINST ANY INVOICE RAISED FOR SUCH PRODUCTS.

EXCHANGE

OUR PRODUCTS ARE REGARDED AS CONSUMABLES. ONCE THE PRODUCTS ARE SOLD, THEY CANNOT BE EXCHANGED NOR REFUNDED.

IF WE DECIDE TO ACCEPT YOUR REQUEST, WE MAY CHARGE A REASONABLE ADMINISTRATION FEE TO COVER OUR EXPENSES.

ADMINISTRATION

YOU WILL ENSURE THAT ALL PARTIES WHO ADMINISTER OUR PRODUCTS AND PROVIDE AN INTERPRETATION OF THE RESULTS FOLLOWING THE USE OF OUR PRODUCTS MUST HAVE A IDENTI3 CERTIFICATION, UNLESS WE HAVE AGREED OTHERWISE.

WARRANTY DISCLAIMER

THE SOFTWARE IS MADE AVAILABLE TO YOU, AND ON AN "AS-IS" BASIS. IDENTI3 PROVIDES NO TECHNICAL SUPPORT, WARRANTIES OR REMEDIES FOR THE SOFTWARE.

IDENTI3 AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. IDENTI3 DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS,

AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. IDENTI3 SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IDENTI3, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

(USA ONLY) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

IDENTI3 SHALL HAVE NO RESPONSIBILITY IF THE SOFTWARE HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE SOFTWARE WITH OTHER THAN A RECOMMENDED HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM.

FURTHER, IDENTI3 MAKES NO WARRANTY OR CONDITION THAT:

- THE SERVICES WILL MEET YOUR REQUIREMENTS
- THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE
- THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS
- ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
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NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER IF THE AFFECTED PARTY DOES NOT FULFIL ITS OBLIGATIONS TO THE OTHER DUE TO AN EVENT OUTSIDE THE AFFECTED PARTY'S REASONABLE CONTROL.

PUBLICITY

WE WILL RESPECT OUR OBLIGATION TO KEEP YOUR INFORMATION CONFIDENTIAL. HOWEVER, YOU AGREE THAT WE MAY UNDERTAKE CERTAIN MARKETING ACTIVITIES AS FOLLOWS: (A) WE MAY USE YOUR COMPANY NAME AND LOGO IN OUR CUSTOMER LISTS (WHETHER ONLINE OR OFFLINE) AND OTHER MARKETING MATERIALS; (B) WE MAY REFER TO YOU IN A PRESS RELEASE WHICH ANNOUNCES YOUR DECISION TO USE OUR

PRODUCTS AND/OR SERVICES; AND (C) IF WE REQUEST, YOU WILL PARTICIPATE IN THE JOINT DEVELOPMENT OF A CASE STUDY DESCRIBING YOUR USE OF OUR PRODUCTS AND SERVICES, AND/OR OTHER JOINT PRESS AND MARKETING ACTIVITIES WITH US PROVIDED AT ALL TIMES THAT WE WILL NOT STATE WITHOUT YOUR PERMISSION THAT YOU APPROVE, RECOMMEND OR CERTIFY OUR PRODUCTS AND/OR SERVICES AND WE SHALL STOP ANY OR ALL OF THE ABOVE ACTIVITIES IF YOU REQUEST US TO DO SO.

GENERAL

THIS EULA CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS OR UNDERSTANDINGS, WHETHER ORAL OR WRITTEN. YOU AGREE THAT ANY VARYING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN NOTIFICATION OR DOCUMENT ISSUED BY YOU IN RELATION TO THE SOFTWARE LICENSED HEREUNDER SHALL BE OF NO EFFECT. THE FAILURE OR DELAY OF IDENTI3 TO EXERCISE ANY OF ITS RIGHTS UNDER THIS EULA OR UPON ANY BREACH OF THIS EULA SHALL NOT BE DEEMED A WAIVER OF THOSE RIGHTS OR OF THE BREACH. NO IDENTI3 CHANNEL PARTNERS, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY AMENDMENT TO THIS EULA.

IF ANY PROVISION OF THIS EULA SHALL BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE CONTRARY TO LAW, THAT PROVISION WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMISSIBLE, AND THE REMAINING PROVISIONS OF THIS EULA WILL REMAIN IN FULL FORCE AND EFFECT.

IDENTI3 AND OTHER TRADEMARKS CONTAINED IN THE SOFTWARE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF IDENTI3, IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS IN THE SOFTWARE. THIS EULA DOES NOT AUTHORIZE YOU TO USE IDENTI3'S OR ITS LICENSORS' NAMES OR ANY OF THEIR RESPECTIVE TRADEMARKS.

PRIVACY POLICY

Identi3 International Pte Ltd ("Identi3", "the Organization", "we" or "us") respects the confidentiality of your Personal Data and is committed to protecting your personal information.

The Identi3 International Pte Ltd Privacy Policy ("the Policy") explains how we collect, use, maintain, disclose and retain personal information that you provide via our public website <http://www.identi3profiling.com>

and other websites (the "Sites") listed on our public website, through offline communication (written, telephone, email and other electronic media), through Identi3 Diagnostic Tool ("Tool") or through our mobile application ("App"). The Policy applies to all Sites and services where the Policy is posted.

This Privacy Policy supplements but does not supersede nor replace any other consent which you may have previously provided to us nor does it affect any right that we may have at law in connection with the collection, use, disclosure and/ or retention of your Personal Data.

This Policy also forms a part of the terms and conditions governing your relationship with us and should be read in conjunction with such terms and conditions ("Terms and Conditions"). In the event of any inconsistency between the provisions of the Privacy Policy and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail.

From time to time, we may update this Policy to ensure that this Policy is consistent with developments of any regulatory changes. Should any revision(s) be made to this Policy, updates will be published on our public site (www.identi3profiling.com).

Please read this Policy before you provide any personal information to us. By using our Sites, Tool or App, you agree and consent to us, the Organization, and our authorised business partners and third parties to collect, use, maintain, disclose and retain your Personal Data in the manner set forth in the Policy.

As a user of our products and services, you agree and undertake to Identi3 International Pte Ltd to fully defend, indemnify and hold harmless Identi3 and its related corporations or associated companies as well as their respective employees, representatives, agents and officers ("Indemnitees") from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses that any or all of the Indemnitees may suffer in connection with any breach of our products, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of Identi3 International Pte Ltd, its employees, representatives or agents or otherwise howsoever.

If you do not agree with the content of the Policy, you should not provide us with any personal information or use our products and services.

Content

1. Personal Data
2. Collection of Personal Data
3. How do we use this Personal Data and to whom may we disclose it?
4. Data Accuracy
5. Storing of Personal Data
6. Withdrawal of Consent
7. Review of the Policy
8. Use of Cookies

9. Third-Party Websites
10. Children
11. How to contact us

1. Personal Data

- 1.1 "Personal Data" refers to any data or information about you from which you can be identified either (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
- 1.2 Examples of such Personal Data which you may provide us include (depending on the nature of your interaction with us):
 - i. your name, national identification number, passport number or other identification number, telephone number, mailing address, business or personal email address, job title, organization, organization's physical address, employment history, education background, and any other information relating to you which you have provided us in any form you may have submitted to us, or in other forms of interaction with you;
 - ii. certain types of information (e.g., email address) which is required upon sign up you participate in Identi3 Diagnostic Tool assessment or engage in other transaction on our Sites or via our App.

2. Collection of Personal Data

- 2.1 Generally, the Organization collects your Personal Data in the following ways:
 - i. when you submit forms relating to any of our products or services;
 - ii. when you register for or use any of our services on Sites owned or operated by us or when you register as a member of Sites owned and/or operated by us;
 - iii. when you interact with the Organization or with our authorised consultants including during face-to-face meetings, by way of the telephone or by way of other electronic media;
 - iv. when you create a new account on our App;
 - v. when you use or purchase our services or products;
 - vi. when you establish any online account with us;
 - vii. when you request that we contact you;
 - viii. when you respond to our request for additional Personal Data;
 - ix. when you ask to be included in an email or other mailing list;
 - x. when you submit a job application;
 - xi. when we receive references from authorised business partners and third parties, for example, where you have been referred by them;
 - xii. when you submit your Personal Data to us for any other reason not set out above; and
 - xiii. when you browse our Sites. Please refer our Cookie Policy and the "Use of Cookies" section below for more information.

- 2.2 If you provide Personal Data of a third party (e.g. information of your dependent, spouse, children and/or parents) to us, you represent and warrant that the consent of that third party has been obtained for the collection, use and disclosure of the Personal Data for the purposes set out above.

3. How do we use your Personal Data and to whom may we disclose it?

- 3.1 Our business is to understand and meet your needs and provide you with the products and services that you require to achieve your business goals. To do this effectively, we need to collect a range of Personal Data about you.
- 3.2 In general, the Organization collects, uses and discloses your Personal Data for the following purposes:
 - i. to provide you with the products or services that have been requested;
 - ii. to help us manage the delivery of and enhance our products and services;
 - iii. to communicate with you and respond to your queries, requests and complaints;
 - iv. to communicate with you about surveys, marketing, promotions, executive-oriented events and other exclusive opportunities offered by the Organization which may be of interest to you;
 - v. to process payment for your membership or any other purchases and subscriptions;
 - vi. to engage in market research for profiling and statistical analysis for the maintenance, protection and improvement of programs, products and services, as well as development of new products and services;
 - vii. to protect and enforce our contractual and legal rights and obligations;
 - viii. to manage the infrastructure and business operations of the Organization and to comply with internal policies and procedures;
 - ix. to comply with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities.
- 3.3 In addition, the Organization may collect, use and disclose your Personal Data for the following purposes, depending on the nature of our relationship with you:
 - (a) If you have a client or member account with us:
 - i. to process your application for an account;
 - ii. to maintain your account with us;
 - iii. to verify your personal particulars and process payment requests in relation to provision of the products and services which you may be entitled to or which you may have requested for;
 - iv. to provide you with the products and services which you have signed up for;
 - v. to communicate with you of changes and

development to the Organization policies, terms and conditions and other administrative information, including for the purposes of servicing you in relation to products and services offered to you;

- x. to communicate with you and respond to your queries, requests and complaints;
- xi. to engage in market research for profiling and statistical analysis for the maintenance, protection and improvement of programs, products and services, as well as development of new products and services; and
- vi. to process your Personal Data in relation to any of the purposes stated above.

(b) If you download or use our mobile application:

- i. to process your application for an account;
- ii. to maintain your account with us;
- iii. to verify your personal particulars and process payment requests in relation to provision of the products and services which you may be entitled to or which you may have requested for;
- iv. to provide you with the products and services which you have signed up for;
- v. to communicate with you of changes and development to the Organization policies, terms and conditions and other administrative information, including for the purposes of servicing you in relation to products and services offered to you;
- vi. to communicate with you and respond to your queries, requests and complaints;
- vii. to engage in market research for profiling and statistical analysis for the maintenance, protection and improvement of programs, products and services, as well as development of new products and services; and
- viii. to process your Personal Data in relation to any of the purposes stated above.

3.4 We may share your information with third-party companies or individuals in the following instances:

- i. When we engage service providers and third-party agents to process personal information on our behalf. When we do so, we contractually require these service providers to implement adequate security and privacy measures to ensure that your personal information will be appropriately protected and only used for the purposes of performing the services for us.
- ii. In response to subpoenas, court orders, or other legal process (including for national security and law enforcement purposes); to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us.
- iii. When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the justified rights, property, or safety of the Organization, our clients, or others; and in connection with our Terms of Service and other

agreements.

- iv. In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, including any pre-transaction diligence, or in the unlikely event of bankruptcy.
- v. We also may share aggregate or anonymous information with third parties, including advertisers, investors, and partners. Aggregate or anonymous information does not contain any personal information and its use and disclosure is not subject to the terms of this Policy.

3.5 California law requires that individuals be informed when their Personal Information is shared with third parties for these third parties' direct marketing purposes. Other than as described in this Privacy Policy, we do not disclose your Personal Information to third parties for the direct marketing purposes of these third parties. Should you wish to update Us on your request relating to disclosure of your Personal Data to third parties, please contact us as indicated in the "How to Contact Us" section.

4. Data Accuracy

4.1 We exercise reasonable efforts to ensure that all Personal Data we have about you is accurate and up-to-date. We encourage you to update us, as soon as possible, of changes to information that you have previously provided. Incomplete or outdated Personal Data may result in our inability to provide you with products and services you have requested. Please contact us as indicated in the "How to Contact Us" section. We may require you to prove your identity with approved identification before proceeding with any amendment to your current information.

4.2 We will retain your personal information for as long as needed to provide you with any services which you request. We will retain and use your personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

5. Storing of Personal Data

i. We will safeguard the confidentiality of your Personal Data, whether you interact with us personally, by telephone or mail, over the Internet or other electronic media. We hold Personal Data in a combination of secure computer storage facilities and paper based files and other records and take steps to protect the Personal Data we hold from misuse, loss, unauthorized access, modification or disclosure. Where we no longer require any Personal Data that we hold, that Personal Data would be destroyed or have particulars or information which may identify individuals removed. Unfortunately, no data transmission over the Internet can be guaranteed to be entirely secure and we cannot and do not guarantee or warrant the security of

any information that you transmit through our Sites or the App or that we otherwise maintain.

6. Withdrawal of Consent

- 6.1 If you are an end user and wish to withdraw your consent given for any or all purposes set out in this Policy, you may contact the authorised client and not Identi3. Clients/ Organizations who wish to withdraw your consent may do so in writing by contacting us at support@identi3.systems. If you withdraw your consent to any or all purposes and depending on the nature of your request, the Organization may not be in a position to continue to provide our products or services to you.

7. Review of the Policy

- 7.1 This Policy will be reviewed from time to time by the Organization. the Organization may also from time to time update this Policy to take account of new laws and technology, changes to our operations and practices and the changing business environment. If you are unsure whether you are reading the most current version, please contact us.

8. Use of Cookies

- 8.1 The use of cookies on our Sites is governed by our Cookie Policy. The Cookie Policy may be updated from time to time and we encourage you to check back regularly for updates to the same.
- 8.2 By interacting with us on our Sites, you acknowledge the terms of our Cookie Policy. Should you wish to disable the use of cookies, you may do so by changing the settings on your browser. However, you may not be able to enter or use certain part(s) of our Sites.

9. Third-Party Websites

- 9.1 Third parties, such as vendors, advertising entities, and business partners, may use cookies and other technologies described above to collect information about your online activities. The purposes for collecting this information include measuring usage of our Site and analyzing, modifying, and personalizing content on our Site. We do not have access to or control over cookies or other features these third parties may use, and the information practices of these third parties are not covered by this Privacy Policy. Some of these third parties may be third-party network advertisers that offer you the option of not having this information collected. We recommend that you check the applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

10. Children

- 10.1 Our Sites contain business-related content and are specifically aimed at and designed for use by adults. We do not knowingly solicit or collect personal information from or about individuals under the age of 13 years. Individuals under 13 years of age are not permitted to use the Site without their parents' or guardian's consent. Should a child whom we know to be under 13 send Personal Data directly to us, we will use that information only to respond directly to that child to inform him/her that we must have parental consent before receiving his/her information.
- 10.2 If we become aware that a child under 13 has provided us with Personal Information without the consent of the child's parent or guardian, we will automatically remove such information from our files. If the parent or guardian of a minor becomes aware that his/her child has provided us with Personal Information without his/her consent, he/she should contact us as indicated in the "How to Contact Us" section.

11. How to contact us

- 11.1 If you have any questions about this Policy or any complaints relating to your Personal Data, or if you wish to know more about our data protection policies and practices, please contact our Data Protection Officer via email at support@identi3.systems.
- 11.2 Any complaints about our adherence to the practices described in this Policy should first be addressed to Identi3 Data Protection Officer.

- END -