

EYECANKNOW™ SERVICE TERMS AND CONDITIONS

NO LIE DETECTION TEST IS 100% ACCURATE. CREDIBILITY TESTS ARE BEST USED AS ONE DATA POINT AMONG MANY TO ESTABLISH THE TRUTH.

PLEASE READ THESE EYECANKNOW SERVICE (“SERVICE”) TERMS AND CONDITIONS (“T&C”) CAREFULLY BEFORE ACCESSING OR USING ANY SERVICES PROVIDED BY EYECANKNOW, INC. (“EYECANKNOW”). BY ACCESSING OR USING OUR SERVICES, YOU (a) AGREE AND CONSENT TO BE BOUND BY THESE T&C; AND (b) REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO EXECUTE THE TERMS AND CONDITIONS HEREIN AND, IF YOU ARE ACTING ON BEHALF OF A BUSINESS ENTITY, THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY.

EyeCanKnow is a service providing credibility testing using the VERIFEYE™ app which is available for download from the online App Store for iOS systems and the Google Play store for Android systems. **1. License.** EyeCanKnow grants You a revocable, non-exclusive, non-transferable, limited license to access and use EyeCanKnow Services for Your personal and/or internal business purposes strictly in accordance with these T&C.

2. Your Account. Your use of our Services requires that You have registered an account with EyeCanKnow through the EyeCanKnow website and made any required payments .

3. Changes to these T&C. EyeCanKnow reserves the right to modify these T&C at any time and for any reason. EyeCanKnow will include the most current version of these T&C in future Service updates and will also post the most updated T&C at <https://www.eyecanknow.com/legal/>. If EyeCanKnow makes material changes to these T&C, You will receive notification via in-Service messaging. Notwithstanding the foregoing, You are responsible for complying with any updated terms posted on the EyeCanKnow website even if these updated terms appear on the EyeCanKnow website before being available in the Service. Your continued use of the Service after EyeCanKnow publishes notice of changes to these T&C indicates Your consent to the updated terms.

4. No Included Maintenance and Support. EyeCanKnow may deploy changes, updates, or enhancements to the Service at any time. EyeCanKnow may provide maintenance and support for the Service but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS systems) nor Google (for Android systems) has an obligation to furnish any maintenance or support services in connection with the Service.

5. Consent. In taking a test via this Service, You hereby consent to take the EyeCanKnow test, which is a mobile device-based credibility assessment test. You understand that You may abort the process at any time and that the test is not mandatory. You agree to be tested, without any promise of reward or favorable test outcome.

5.1 Acceptable Use. You agree that You will not use or encourage others to use the Service in a way that could harm or impair others’ use of the Service. You also agree not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing the Service on an Apple product, or (b) Google Play Terms of Service for Android users accessing the Service on an Android product. You acknowledge and agree that by accessing and using the

Service, You (a) consent to be evaluated by the Service, (b) agree that Your use of the Service is voluntary and, (c) are aware that You may discontinue using the Service at any time.

6. Process. You understand that the test was requested and will be provided and paid for by the Test Requester and that EyeCanKnow processes the information collected during the test. You understand a mobile device is used as the testing equipment. You understand the testing Process (“Process”) will consist of listening to instructions and test questions and answering verbally. These questions may be standardized questions related to topics of concern to the Test Requester. You understand test questions will be repeated multiple times. You understand that your physiological responses will be measured and recorded by microphone (audio) and camera (video) and will be analyzed by computer algorithm to calculate a credibility score. You understand that the score-calculation analysis and/or other data processing may be processed by EyeCanKnow or a third party Sub-Processor.

6.1 Suitability. You assert that You are in suitable physical, mental, and emotional health to be tested, based on the Process described herein.

7. Results. You authorize the creation of a test score and test report in written and/or electronic form by EyeCanKnow that is provided to the Test Requester. You understand that the information used to create the score and report can include my test question responses and video/audio measurements taken during the test. You understand that the resulting credibility score may be used by the Test Requester in making decisions regarding potential relationships with you. You understand that such decisions are not made by EyeCanKnow.

8. Disclaimer. You, as a user of EyeCanKnow Services, whether Test Requester or Test Taker, understand that tests results are provided as-is. You acknowledge test results do not represent a definitive statement of the Test Taker or the Test Taker’s character. You understand test results may have a margin of error for a variety of reasons. You understand test results may comprise a false negative or a false positive. You acknowledge that due to numerous factors no test is 100% accurate and that there is a margin of error inherent to each test. You acknowledge that EyeCanKnow is not liable for test results or any actions taken by You, a Test Requester, a Test Taker, or any other party, arising from test results or any other part of the Process.

9. Privacy. In order to operate and provide the Service, EyeCanKnow or a third party may collect certain information about You, including technical (such as that related to Your mobile device), ocular and physiological data related to Your use of the Service. A third party may retain information You provide in order to process information provided by You to the Service in the course of testing and/or to facilitate a robust user experience. EyeCanKnow uses and protects information provided to EyeCanKnow in accordance with the EyeCanKnow Privacy Policy (a current version of which can be found at <https://eyecanknow.com/privacy>).

You understand that during the testing process certain information about You is collected, including technical (such as that related to Your mobile device), ocular and physiological data related to Your use of any EyeCanKnow services. You specifically consent to the collection, processing, and storage of this data in order to perform the credibility assessment process.

9.1 Customer Data. In these T&C, Customer Data means any information You provide or otherwise make available, and any and all content, data, measurements, results, and other

information that arise out of, result from, or are otherwise generated by Your use of the Service that: (a) can be used to identify, contact, or locate a natural person, including name, telephone number, or email address; (b) contains profiles, identifiers, demographic, biometric, or behavioral data that may be linked to a specific person; or (c) is substantially equivalent to any of the foregoing.

For any Customer Data You make accessible to EyeCanKnow, You authorize and request that EyeCanKnow access, use, store, transfer, and otherwise process, such Customer Data. EyeCanKnow shall not use Customer Data for purposes other than those set forth in these T&C or as instructed by You. EyeCanKnow will comply with the EyeCanKnow Privacy Policy, which is available at <http://eyecanknow.com/privacy/>. You acknowledge and agree that the control of Customer Data shall at all times remain with You. You are responsible for compliance with Your obligations as the controller of Customer Data under Applicable Law with respect to the processing of Customer Data and all other applicable data protection laws. You represent and warrant that, at all times during Your use of the Service, You instruct EyeCanKnow to access, use, store, and otherwise process Customer Data only on Your behalf and only in accordance with these T&C and Applicable Law. If You provide or otherwise make Customer Data available to a third party through use of the Service, the third party may choose to retain Customer Data in their possession. EyeCanKnow is not responsible or liable for any third party's handling or processing of Customer Data provided by You and retained by that third party. Any third party You provide Customer Data to is responsible for safekeeping of your data.

9.2 EyeCanKnow Data. In these T&C, the term EyeCanKnow Data means any and all content, data, measurements, results, or other information that is provided by EyeCanKnow or arises out of, results from or is otherwise generated by Your use of the Service, excluding Customer Data.

EyeCanKnow owns all right, title, and interest in and to the EyeCanKnow Data, including all IP Rights therein. If You are deemed to have any ownership interest in any EyeCanKnow Data, then You shall assign, and hereby do assign, irrevocably and on a royalty-free basis, all of such ownership interest or other rights exclusively to EyeCanKnow.

9.3 Sub-Processors You agree we may engage Sub-Processors to process any data You provide to EyeCanKnow. EyeCanKnow may engage with Sub-Processors for matters such as hosting and infrastructure, service feature support, and data processing.

When EyeCanKnow engages with Sub-Processors, we agree to impose data protection terms and standards consistent with the data protection EyeCanKnow provides You according to these T&C to the extent applicable. EyeCanKnow will remain responsible for each Sub-Processor's compliance with obligations to data provided by You and for any acts or omissions of any Sub-Processor that cause us to breach any obligations under these T&C.

10. Consent to Electronic Communications and Solicitation. By accessing and using the Service, You authorize EyeCanKnow to send You (including via email and push notifications) information regarding the Service and other EyeCanKnow services, such as: (a) notices about Your use of the Service, including notices of violations of use; (b) updates to the Service and new features; and (c) promotional information and materials regarding EyeCanKnow services. You

can review Your account notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the “Push Notifications” section of the Converus® app settings.

11. No Warranty. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EYECANKNOW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE OR SERVICE DERIVATIVES WILL PROVIDE UNINTERRUPTED OR ERROR-FREE OPERATION, MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE FREE FROM COMPUTER VIRUSES, MALWARE, OR OTHER MALICIOUS OR OTHERWISE HARMFUL CODE OR OPERATE SATISFACTORILY IN CONJUNCTION WITH OTHER MANUFACTURERS’ HARDWARE OR SOFTWARE. EYECANKNOW IS NOT RESPONSIBLE FOR AND IS NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION OF OUR USERS, CUSTOMERS, TEST-TAKERS, OR OTHER THIRD-PARTIES. EYECANKNOW IS RELEASED FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, “CLAIM”), KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY USERS, CUSTOMERS, TEST-TAKERS, OR OTHER THIRD-PARTIES THROUGH THE USE OF OR AS A RESULT OF THE USE OF THE SERVICE.

The Service is only available for supported devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the Service is solely Your responsibility and accessing the Service is done at Your own risk. EyeCanKnow does not represent or warrant that the Service and Your device are compatible or that the Service will work on Your device.

11.1 iOS Application. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE VERIFEYE™ APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

11.2 Android Application. GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Suspension and Termination of the Service and/or Your EyeCanKnow Account. EyeCanKnow reserves the right to suspend or terminate Your access to the Service at any time based on the status of Your account. You understand that if Your account is suspended or terminated, You may no longer have access to the account. Your rights under these T&C will terminate automatically if You fail to comply with any of its terms.

13. Intellectual Property Rights. You retain all right, title, and interest in and to the Intellectual Property Rights to the data You provide to EyeCanKnow. In the event of a third-party claim that Your possession and use of the Service, infringes a third party's intellectual property rights, EyeCanKnow will not be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim. You hereby acknowledge and agree that EyeCanKnow is the owner or licensor of the Service, including without limitation, the ocular and physiology monitoring techniques and procedures. You hereby acknowledge and agree that EyeCanKnow owns and hereby retains all proprietary rights in the Service and related services provided.

14. Legal Compliance. You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. You represent and warrant that: (a) You are not located in a country that is subject to a United States Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the United States Code of Federal Regulations; (b) You are not located in a country that has been designated by the United States Government as a "terrorist supporting" country; and (c) You are not listed on any U.S. Government list of prohibited or restricted parties. You further agree not to access or use the Service in any such country. You also agree that you will not use the Service for any purposes prohibited by United States law.

15. Indemnification. You shall defend, indemnify, and hold harmless EyeCanKnow, and its respective directors, officers, employees, agents, consultants, successors, and assigns, against all liabilities, damages, awards, settlements, losses, claims, and expenses, including reasonable legal fees and costs of investigation (collectively, "**Losses**") arising out of third-party claims, suits, actions, or proceedings (each, a "**Claim**") resulting from or arising out of: (a) Your use of any Service, EyeCanKnow Data, or Customer Data or other acts or omissions in violation of these T&C or Applicable Law, including Your failure to comply with the requirements of Sections 5 or 6; (b) an allegation that any Customer Data or EyeCanKnow Data is inaccurate, misleading, or deceptive or was misused or relied on incorrectly by You; or (c) any allegations, demands, or claims from any of Your prospective, current, or former employees or contractors that use the Services as required or requested by You or under Your direction. In the event of a Claim by a third party with respect to which EyeCanKnow is entitled to indemnification under these T&C, EyeCanKnow shall promptly notify You of such Claim; provided, however, that any failure to make such prompt notification shall not relieve You of Your obligations hereunder unless Your ability to defend such Claim is materially prejudiced thereby. You shall have sole control over the defense of the Claim and any negotiation for its settlement or compromise, except that You shall not settle any such Claim without first obtaining EyeCanKnow's prior consent where the settlement of such Claim results in any admission of guilt or liability on the part of EyeCanKnow, imposes any obligation or liability on EyeCanKnow, or has a judicially binding effect on EyeCanKnow (other than monetary liability for which EyeCanKnow is indemnified by You). EyeCanKnow may participate in any Claim using its own counsel at its own expense.

16. Disclosure By Law. You acknowledge and agree that EyeCanKnow may disclose Customer Data provided in accordance with its Privacy Policy, including, if required to do so by law, at the request of certain third parties, or if EyeCanKnow, in its sole discretion, believes that disclosure is reasonable to comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law).

17. Governing Law. These T&C shall be governed in all respects by the laws of the State of Utah (except that any conflicts-of-law principles of such state or country that would result in the application of the law of another jurisdiction shall be disregarded). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

18. Contact Information. If You have any questions regarding these T&C, please contact EyeCanKnow by email at answers@eyecanknow.com, by phone at _____ or by mail at Attn: Legal, _____

19. Third Party Beneficiaries. These T&C is between You and EyeCanKnow and not between You and any other party, including Apple for iOS users and Google for Android users. You agree that any claims brought by You arising out of these T&C or Your use of the Service will not be made against Apple or Google, as applicable. Notwithstanding the foregoing, upon Your acceptance of these T&C, allows Apple or Google, as applicable, to enforce these T&C against You as a third-party beneficiary thereof. EyeCanKnow is not responsible for any applicable third-party agreement between You and any third-party, including Your wireless provider.