

Truth Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR WEBSITES, MOBILE APPLICATIONS, SOFTWARE DEVELOPMENT KITS, APPLICATION PROGRAMMING INTERFACES, OR OTHER PRODUCTS OR SERVICES THAT ARE LINKED TO THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OUR PRODUCTS OR SERVICES.

These Terms of Service ("**Terms**") apply to your access to, and use of, our identity verification and authentication services, websites, mobile applications, software development kits, application programming interfaces and other products and services that are linked to these Terms (collectively, the "**Services**") offered by Iocii Pty Limited, trading as "Truth" ("**Truth**", "**we**", "**our**", or "**us**"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Truth for products, services, or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on behalf of that entity and that such entity agrees to be liable to us if you breach these Terms.

Truth reserves the right to change or modify these Terms at any time and in our sole discretion. If Truth makes changes to these Terms, we will provide notice of such changes, such as by providing notice through the Services, or by updating the "Last Updated" date at the top of these Terms. By continuing to use our Services you are confirming your acceptance of the revised Terms. You should frequently review the Terms to ensure that you understand the terms and conditions that apply to your use of the Services. If you do not agree to any amended Terms, you must stop using the Services.

In the event of any inconsistency between these Terms and any other written agreement between you and Truth for the use of the Services, the latter shall prevail.

1. Your Agreement to these Terms of Service

By using the Services you acknowledge that you have read, understood, and agreed to be legally bound to all the terms here, as well as the policies referenced in these Terms of Service, including our Privacy Policy and Biometric Policy.

Your Obligations. By using the Services, you expressly agree that:

- Your identity, as established by the information and documents that you submit for verification, matches the identity you claim while using the Services; and
- all information provided by you is complete and correct.

When verification is required, you authorize your service provider to disclose to Truth and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, and other relevant information, if available, solely to verify your identity and prevent and detect fraud.

2. General Provisions

Any unauthorized use of the Services, including without limitation for any unlawful or fraudulent purpose, is strictly prohibited and may result in suspension or termination of your agreement with us and/or legal action being taken against you. In addition, you must NOT:

1. falsely claim an identity other than your own or one you are establishing on behalf of another person with their explicit authority;
2. falsely claim that you are associated with another person or entity;
3. modify, frame, render (or re-render), mirror, truncate, inject, filter or change any content or information contained in the Services without Truth's written consent;
4. use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same or similar things, to service, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Website or any part of it;
5. disguise the origin of information transmitted to, from, or through the application, software development kits or website or provided for the purpose of the Services; or
6. circumvent any measures implemented by Truth aimed at preventing breaches of the Terms of Service.

Engaging in any of the above conduct (whether personally, or on behalf of any entity you are representing), breaches these Terms any may constitute a breach of applicable civil and criminal law and may potentially subject you and any entity you represent and any affiliated parties to civil liability and criminal prosecution.

3. Limitation of liability

To the extent permitted by applicable law, in no event shall Truth be liable to you or any other entity for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, content, images, revenue, profits, service or other economic advantage, arising out of, or in any way connected with these terms, including but not limited to the accessing or use of, or inability to use, the Services, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from whom damages are being sought has been previously advised of the possibility of such damages. To the extent permitted by applicable law, in no event shall the aggregate liability of Truth arising out of, or in any way connected with these terms, including but not limited to the accessing or use of, or inability to use, the Services, regardless of cause, whether in an action in contract or negligence or other cause of action, exceed AUD\$1,000.00. The limitation of liability in the immediately preceding sentence shall not apply in relation to any claim in respect of any death or personal injury caused by Truth. This paragraph shall not affect the rights listed below in clause 8, "Indemnities".

4. Licences from you

You grant to Truth and its third party providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, content or other materials, provided to Truth by you in the course of accessing and/or using the Services. Truth's obligations regarding identification and other information concerning your personal information shall at all times be governed by these Terms and the policies referenced in these Terms, together with the terms of any agreement concluded between Truth and the entity that owns or operates the website or app that you are using.

5. Third-Party Services

Some of the Services may be linked to sites, apps, and platforms operated by third parties which Truth does not control ("**Third-Party Services**"). Truth is not responsible for the content on or operation of Third Party Services. You should consult the terms of use and privacy policies when using Third-Party Services. If you are accessing or using the Services through Apple, Android, or any other platform, these are Third-Party Services. If you access our Apps via Apple, the following additional terms and conditions are applicable to you

6. Representations and warranties

Each party represents and warrants that it has the power and authority to enter into these Terms. You represent and warrant that any information you provide in connection with the Services is accurate and current and that you have the right to provide such information.

7. Disclaimer of warranties

The Services are provided "as is" and "as available." To the extent permissible by applicable law, except for the express warranties contained in these Terms, Truth hereby disclaims all express or implied representations, warranties, guarantees, and conditions with regard to the Services including but not limited to any implied representations, warranties, guarantees, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, except to the extent that such disclaimers are held to be legally invalid. Truth makes no representations, guarantees or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the Services and their contents or the results you may obtain by accessing or using the Services and their contents. Truth does not represent or warrant that (a) the operation of the Services will be timely, secure, uninterrupted or error-free. You acknowledge that Truth controls the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, interception and other problems inherent in the use of such communications facilities. Truth is not responsible for any delays, delivery failures, or other damage resulting from such problems.

8. Indemnities

You agree to defend, indemnify and hold Truth harmless against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with any claim by a third party related to your use of the Services.

9. Your responsibilities

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Services, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which Truth controls and operates the Services. Furthermore, you expressly agree not to breach any rights of publicity or privacy of any person, nor defame any

person or entity. You acknowledge and accept Truth's right to disclose to third parties information you have provided, or information that Truth has obtained about you, as set out in our Privacy Policy and Biometric Policy.

10. Notices

For general changes that do not affect the collection or handling of your personal information in a more restrictive way, Truth may give notice by means of a general notice on the Website. You may give notice to Truth at any time by communication sent to notices@truth.id. All notices shall be deemed to have been given 24 hours after sending by email or posting to the Website. Truth may make material changes to the Service that affects the prior or ongoing collection, use, dissemination or maintenance of a user's personal information, and will notify you of these changes by means that reflect the method by which we originally engaged with you. Notwithstanding the foregoing, our Privacy Policy and Biometric Policy govern how Truth treats personal information and biometric data.

11. Accounts

If you register with Truth or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your device and for all activity under your account. Usernames and passwords must be personal and unique and must not breach the rights of any person or entity. Truth may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify Truth at notices@truth.id of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

Accounts may only be set up by an authorized representative of the individual that is the subject of the account. Truth does not review accounts for authenticity, and is not responsible for any unauthorized accounts that may appear on the Services. For any dispute as to account creation or authenticity, Truth shall have the sole right, but shall not be obliged, to resolve such dispute as Truth determines appropriate, without notice.

12. Intellectual property

Parts of the Services are protected by copyright, trademark, trade dress and other laws relating to the protection of intellectual property rights and may not be copied

or imitated, partly or completely. No trademark, logo, graphic, sound or image used in the Services may be copied or retransmitted unless expressly permitted by Truth.

13. Resolution of Disputes

Any dispute, controversy, or claim arising out of, relating to, or in connection with this contract, including any question regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration ("**ACICA**") Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. The governing law shall be that of New South Wales, Australia, and to the extent applicable, the Commonwealth of Australia.

14. Miscellaneous

Truth reserves the right to change these Terms and/or its policies relating to the Services at any time and from time to time. If we make material changes to these Terms, we will notify you by updating the version of the terms on our home page. Your continued use of the services after any such changes are posted shall constitute your consent to such changes. If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Truth and you as a result of these Terms or use of the Services. You may not assign these Terms without the prior written approval of Truth. Any purported assignment in breach of this section shall be void. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

15. Legal Contact Information

If you have any questions about these Terms, please contact us using notices@truth.id.