

## **Terms of Use**

This Website (the “Website”) is owned and operated by Verifyii, LLC (“Verifyii”, “we” or “us”).

**PLEASE READ THESE TERMS OF USE BEFORE USING THE WEBSITE.** These Terms of Use (this “Agreement”) constitute a binding agreement between us and you and govern your use of the Website and any services provided through the Website.

By using this Website, you hereby agree to these Terms of Use. If you do not agree to these Terms of Use, please do not use or further access this Website.

**YOU REPRESENT AND WARRANT TO US THAT (A) YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; AND (B) YOU ARE AT LEAST 13 YEARS OF AGE.**

### **MINORS:**

You agree to supervise usage by, and be responsible for the actions of, any minors who use your computer to access this Website. By providing information or placing an order, you represent and warrant that you are at least thirteen (13) years of age.

### **PRIVACY AND PROTECTION OF PERSONAL INFORMATION:**

Any personal information submitted by you through the Website is subject to our Privacy Policy located at [<http://www.Verifyii.com/privacy-policy/>], which is incorporated herein by reference. **PLEASE REVIEW OUR PRIVACY POLICY TO UNDERSTAND OUR PRACTICES WITH RESPECT TO YOUR PERSONAL INFORMATION.**

### **MODIFICATION OF THESE TERMS OF USE:**

**THESE TERMS OF USE MAY BE AMENDED OR CHANGED BY US IN OUR DISCRETION, WITH OR WITHOUT NOTICE, AT ANY TIME.** Except as otherwise stated by us, these amendments or changes will become effective thirty (30) days following their initial posting and the applicable amendment or change will not apply with respect to any dispute that we had actual notice about prior to the effectiveness of the applicable amendment or change. We indicate at the top of the page when these Terms of Use were last updated. Your continued access or use of the Website following changes to this Agreement will be deemed acceptance of the applicable changes.

### **PRICING:**

All prices are subject to change without notice.

### **LINKS TO OTHER SITES:**

The Website may include hyperlinks or banner ads to third-party websites, content and/or resources (“Resources”). You acknowledge and agree that we have no control over and are not responsible for the availability of these Resources, and we do not endorse any advertising, products or other materials on or available from these Resources. Because we cannot control the

activities of these Resources, we cannot accept responsibility for any use of your personal information by these Resources, and we cannot guarantee that they will adhere to the same privacy and security practices as us. If you visit or link to a Resource, you should consult that Resource's terms and conditions and privacy policy before providing any personal information.

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## **NO UNLAWFUL OR PROHIBITED USE:**

You shall not use this Website for any purpose that is unlawful or prohibited by these Terms of Use, or in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of this Website. You shall not attempt to gain unauthorized access to any Verifyii accounts, computer systems or networks through hacking, password mining or any other means, or interfere with or modify in any manner the appearance or operation of this site. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website.

## **DISCLOSURE OF INFORMATION:**

Verifyii, LLC reserves the right at all times to monitor your use of this Website and to disclose any information as Verifyii deems necessary to satisfy any applicable law, regulation, legal process or governmental request or to protect its rights or a third party's safety.

## **DISCLAIMER OF WARRANTY:**

THIS WEBSITE AND THE CONTENT PROVIDED THROUGH THE WEBSITE ARE PROVIDED "AS IS." VERIFYII, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. VERIFYII, LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY:**

IN NO EVENT WILL VERIFYII, LLC BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE, EVEN IF VERIFYII, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO DAMAGES FROM ANY CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, TORT (INCLUDING NEGLIGENCE), CONTRACT, INDEMNITY OR OTHERWISE. IN NO EVENT WILL VERIFYII, LLC'S LIABILITY TO YOU FOR ANY CAUSE OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, SO THESE MAY NOT APPLY TO YOU.

**INDEMNIFICATION:**

You agree to defend, indemnify and hold Verifyii, LLC. and any of its officers, directors, members, employees, agents and affiliates harmless from and against any and all claims, actions, liabilities, costs or damages asserted by any third party arising from or related to your use of this Website or conduct in connection therewith, or otherwise arising from or related to your use of this Website. You further agree to pay our reasonable attorneys' and expert witness fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this paragraph.

**SEVERABILITY:**

Should any part or portion of these Terms of Use be found or held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of these Terms of Use, which shall remain in full force and effect unless Verifyii, LLC's obligations hereunder are materially impaired.

**GOVERNING LAW; VENUE AND JURISDICTION; ATTORNEYS' FEES:**

You understand that the Website is being provided from the United States. These Terms of Use shall be construed in accordance with the laws of the State of South Carolina, conflict of laws

principles excluded, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Greenville County, South Carolina. You consent to the exclusive jurisdiction of the federal or state courts located in Greenville County, South Carolina. If either we or you employ any attorneys to enforce any rights arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

You agree that any cause of action arising out of or related to this Website must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

**ENTIRE AGREEMENT:**

This constitutes the entire agreement between you and Verifyii, LLC regarding the access and use of this Website and any content or services provided through the Website.

**TERMINATION:**

Verifyii, LLC reserves the right to terminate or modify these Terms of Use at any time. All provisions regarding the protection and ownership of Verifyii, LLC's intellectual property, disclaimer of warranties, limitations of liability, governing law, and attorneys' fees will survive termination.

**ASSIGNMENT:**

These Terms of Use are personal to you and may not be transferred, assigned or delegated by you to any other person or entity. Any attempt by you to assign, transfer or delegate these Terms of Use shall be null and void. These Terms of Use are not for the benefit of any third party and do not create any third party beneficiary rights.