

SCHEDULE A
(USER & CLIENT TERMS OF SERVICE AGREEMENT)

I. Introduction

- I.I. By accessing the website OcularKYC.com or any other OcularKYC-hosted sites, (herein collectively referred to as the "Site") or requesting services (herein the "Service" or "Services") provided by OcularKYC (herein the "Company") you will have access to valuable information, services, and tools to assist you with meeting your objectives.
- I.II. By accessing the Site, the Customer (herein "you" or "your") agrees to these Terms of service (herein "Terms").
- I.III. The Site, Content (as defined below), and Software (as defined below) are not available to competitors of the Company, and competitors are hereby expressly prohibited from using or accessing the Site, the Software, or the Content. Furthermore, by viewing or entering the Site, you are certifying that you are not a competitor of the Company and that you will not share or otherwise disclose the Site, Software, or Content with a competitor of the Company.
- I.IV. These Terms govern your access to and use of Software from the Company, whether through the Site or otherwise. In the event that you access the Site, your access to the Site, the Software, and the Content are subject to the Terms.
- I.V. In the event of any conflict between the Terms and any separate agreement with the Company, the Terms and conditions of the separate agreement will prevail and govern.
- I.VI. The Company will only knowingly provide its services to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 13 years of age, you may use the Site, Software, and Content only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The Site, Software, and Content are not intended for children under the age of 13.



II. Copyright

- II.I. All Content included in this site (such as text, graphics, logos, images, audio clips, and software) is the property of the Company unless otherwise specified. This Content is protected by U.S. and international copyright laws. Any content that is not the express property of the Company is used by permission of the copyright holder.
- II.II. Any and all electronic and programmed computer instructions used to provide a service to the customer for good and valuable consideration (herein "Software" and "Service") are the property of the Company and protected by U.S. and international copyright laws.
- II.III. Any reproduction, modification, distribution, transmission, republication, display, or performance of the Content on this site, unless otherwise granted, is strictly prohibited.
- II.IV. Any and all secret or private credentials and/or authentication tokens including passwords that you use to access the Site, Software, and Content are personal to you.
- II.V. You should not share or disclose your private authentication information with anyone who you do not trust.
- II.VI. Disclosure of your security credentials to any party, including those within your organization, authorizes that party to act as an agent on your behalf.
- II.VII. You are responsible for safeguarding your credentials, and you agree not to allow any third party to access and use the Site, Software, and/or Content using your credentials, unless specifically granted herein.
- II.VIII. The Company recommends creating credentials that cannot be easily guessed.
- II.IX. You agree to take sole responsibility for any activities or actions under your credentials, whether or not you have authorized such activities or actions.
- II.X. You will immediately notify the Company and change your credentials if any unauthorized use of your credentials is suspected.
- II.XI.



III. Your Use of the Software and Content

III.I. The Company authorizes you to access and use the Site, Software, and Content subject to these Terms: You agree not to:

III.I.I. sell, rent, sub-license, or lease access to the Company's products to provide services to third parties without the express written permission of the Company, referred to as a private label license;

III.I.II. reproduce, modify, make derivative works of, publicly perform, publicly display, use, make, have made, sell, offer to sell, or import the Company's products, except as otherwise expressly agreed in writing between you and the Company;

III.I.III. disassemble, decompile, or reverse-engineer the Company's products and/or services or

III.I.IV. impersonate any other person or entity, whether actual or fictitious, including impersonating an employee of the Company.

III.II. Subject to these Terms, the Company provides the ability to compare information in your address list with official postal data and update the information in your address list as necessary to bring it into compliance with generally accepted postal standards. The Company will maintain the address data that you submit according to the terms set forth by the service that you elect to use.

III.III. Anything that you send to the Company as an email attachment (for technical support or otherwise) is not subject to automatic purging or guaranteed privacy (since most email is sent via insecure channels). The Company retains email correspondence in order to provide you with better support. If you need the attachments purged by us for any legitimate reason, please contact us and request accordingly.



IV. Data Ownership

- IV.I. You retain all rights to your data. "Your data" is defined as any data that you submit to the Company that is not already publicly available.
- IV.II. The Company will utilize your data only for the purposes of fulfilling your request(s).
- IV.III. The Company agrees to not disclose your data to any unauthorized third party.
- IV.IV. Any of the data that the Service returns as a response to your data submission belongs to you.
- IV.V. It may be used as you see fit and is not governed by any part of this contract so long as the data is not sold or redistributed in whole or in part in a competitive manner, whether for profit or not (for example, if you are starting up an address verification service, you cannot use our data).

V. Allowed Usage of Company API

- V.I. Subject to these Terms, the service otherwise known as "LiveAddress API" (herein "API") may provide you with the ability to compare information in a database, software, or website against official postal data and update the information entered at the point of entry. Except as otherwise provided herein, you agree not to:
 - V.I.I. sell, rent, sub-license or lease access to the API to provide services to third parties without the express written permission of the Company, referred to as a private label license; or
 - V.I.II. disassemble, decompile, or reverse-engineer the Company's products.
- V.II. Customers who purchase this product agree to the terms under "Recurring Billing", and are subject to the policies posted on the Site.

VI. Company Property

- VI.I. All rights, titles, and interests in and to the Software and Content are and will remain the exclusive property of the Company and its licensors.

VII. External Links

- VII.I. The Company may provide links on the Site to other websites that may or may not be affiliated with, under the control of, or otherwise maintained by the Company. The Company does not control those third parties or their services, and you agree that the Company will not be liable to you in any way for your use of such services. The Company does not endorse or make any representations or warranties about third party sites or any information, software, or other products or services found there.



VIII. Hyperlinks To The Site

VIII.I. You are granted a limited, nonexclusive right to create a "hypertext" link to the Site provided that such link does not portray the Company or any of its other products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time, for any reason, whatsoever. You may not use, frame, or utilize framing techniques to enclose any Company trademark, logo, or trade name or other proprietary information including the images found at the Site, the content of any text or the layout/design of any page, or any form contained on a page without the express written consent of the Company.

IX. General Prohibitions

IX.I. You agree not to do any of the following:

- IX.I.I. use any Content, including any personally identifiable information included within the Content, in violation of any rights of any third parties, including such rights arising under any applicable privacy policies or agreements;
- IX.I.II. use any Content in violation of any applicable law or regulation;
- IX.I.III. attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Site, Software, or Content;
- IX.I.IV. distribute, modify, or copy the Software;
- IX.I.V. remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software; The company will have the right to investigate and prosecute violations of any of the above. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that the Company has no obligation to monitor your access to or use of the Site, Software, or Content, but has the right to do so for the purpose of providing the Site, Software and Content, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

X. Termination

X.I. If you violate any of these Terms, your authorization to use the Site, Software, Content, and your uploaded data will automatically terminate. You agree that fees paid are non-refundable in the event of the termination of your account based on a violation of these Terms.



XI. Recurring Billing

XI.I. Some services offered by the Company will be billed to a credit card or other prearranged methods of payment automatically. Establishment of these services are contingent upon receipt of initial payment and payment information. Subsequent payments will be automatically charged to the credit card on file at a given interval—either monthly, annually, or according to usage. This interval is established by the customer. Recurring billing can be cancelled with twenty-four (24) hours notice by contacting agents of the Company. Any refund requests for recurring or automated charges must be made in strict compliance with the Company's established Refund Policy.

XII. Chargebacks

XII.I. You agree to contact the Company before disputing any charge against the method of payment specified, which is commonly referred to as a "chargeback". Chargebacks on credit cards or any other form of payment provided to the Company will be researched and disputed if, in the Company's reasonable opinion, the chargeback is not justified. You acknowledge and agree that if services have been performed by the Company, chargebacks are unlawful. Any chargeback will automatically invoke the following per-occurrence fees without exception. A \$50 administration fee, a \$25 chargeback fee, and a \$50 recovery fee. These fees, along with any disputed charges, will result in a negative balance on your account which must be paid before services on the account can be reactivated. If these fees are not paid within 30 days, any data provided to the Company by the customer will be considered the property of the Company. In the event of a chargeback, the Company may need to provide relevant information to a 3rd party for the purposes of recovering the debt or for the pursuit of civil or criminal proceedings.

XIII. Use At Your Own Risk

XIII.I. Your access to and use of the Site, Software, and Content is at your own risk. The Company will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site, Software, or Content. While making efforts to the same, the Company does not guarantee the accuracy of the Content.

XIV. Provided "As-Is"

XIV.I. THE SITE, SOFTWARE, AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT.



XIV.II. WHILE TAKING MEASURES TO ENSURE REASONABLE ACCURACY, SECURITY, AND AVAILABILITY OF THE SOFTWARE, THE COMPANY MAKES NO WARRANTY THAT THE SITE, SOFTWARE, OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE COMPANY MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY DATA OR INFORMATION OBTAINED THROUGH THE SITE, SOFTWARE, OR CONTENT.

XV. Indemnity

XV.I. You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal and accounting fees), arising out of your violation of these Terms.

XVI. Limitation of Liability

XVI.I. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, SOFTWARE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

XVII. Dispute Resolution/Arbitration

XVII.I. Any legal claim related to your use of the Service or the application of these Terms will be governed by the laws of Singapore without regard to its conflict of law provisions. Additionally, any such claim will be resolved as follows:

XVII.II. We will first try to resolve any claim informally. Neither party may initiate a formal proceeding for at least 30 days after one party notifies the other of a claim in writing. Notice of the claim will include the name and contact information of the party giving it, the facts giving rise to the claim, and the relief requested. You will send your notice as a written request by email. The Company will send its notice to the primary email address associated with your account.

XVII.III. If we cannot resolve a claim informally, it will be resolved by binding arbitration and not in courts of general jurisdiction. The arbitration will be conducted under the rules of JAMS (Judicial Arbitration and Mediation Services, Inc.) that are in effect at the time the arbitration is initiated, and under these Terms. If there is a conflict between the rules of JAMS and these Terms, these Terms will govern. Arbitration means that you waive your right to a jury trial.



XVII.IV.If you decide to initiate arbitration, you will be required to pay the arbitration initiation fee as well as any additional deposit required by JAMS to initiate your arbitration. You also agree to pay the costs of the arbitration proceeding. Other expenses, such as attorneys' fees and travel expenses, will be paid in accordance with JAMS rules. The location of arbitration will be Singapore, unless you and the Company both agree to telephonic arbitration.

XVII.V.To start an arbitration, you or the Company must:

XVII.V.I.Write a Demand for Arbitration. The demand must include a description of the claim and the amount of damages sought. You can find a copy of a Demand for Arbitration [here](#).

XVII.V.II.Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

XVII.V.III.JAMS

XVII.V.IV.500 N State College Blvd Ste 600

XVII.V.V.Orange CA 92868-1682

XVII.V.VI.1-800-352-5267

XVII.V.VII.Send one copy of the Demand for Arbitration to the other party. Our address:

XVII.V.VII.I.Ocular Compliance Tech PTE LTD

XVII.V.VII.II.111 North Bridgeroad # 08-18

XVII.V.VII.III.Peninsula Plaza 17098

XVII.V.VII.IV.Singapore

In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. Neither you nor the Company shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration.



IN WITNESS THEREOF, this agreement has been duly executed by the parties hereto, effective as of the date and year first above written.

DATED: _____, 2019

OcularKYC

By: _____

By: _____

Name & Title

DATED: _____, 2019

"You"

By: _____

By: _____

Name & Title

