

TypingDNA Verify End User Agreement

BY CLICKING ON THE "I AGREE" BUTTON, REGISTERING TO USE THE SERVICE, OR USING THE SERVICE, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD NOT USE THE SERVICE.

1. Definitions and Interpretation

1.1 In this Agreement, the following words shall have the following meanings:

- o "**Affiliates**" means any company or other entity, which directly or indirectly controls, is controlled by, or is under joint control with a party of this agreement. For this purpose, a party is deemed to control a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity;
- o "**Designated Partners**" means the companies that have implemented the Service on their websites and/or platforms for their users'/customers' log in procedures on such websites/platforms;
- o "**OTP**" means each One-Time Password or other such code or tool as we may provide you via SMS, email, or another channel upon your first enrolment in the Service, or anytime subsequently when your typing pattern cannot be verified by the Service, or when the Service is bypassed by your request or use of an inappropriate device, or you request that your account details be reset;
- o "**Service**" means the user's identity verification/authentication software/application and TypingDNA typing biometrics authentication technology that uses an individual's typing biometrics to verify such user's authenticity;
- o "**TypingDNA**" means TypingDNA Inc. a US, Delaware company, headquartered in 77 Sands Street, Brooklyn, NY, 11201;
- o "**we**" and "**us**" means TypingDNA Inc. and its successors and Affiliates, and "**our**" and "**ours**" shall be construed accordingly; and "**you**" means the user who uses the Service to verify that it is indeed You (and not someone else using your device(s), with or without your permission) that is accessing a service, logging into an account, performing a transaction, etc., and "your" and "yours" shall be construed accordingly.

1.2 In this Agreement, words importing the singular include the plural and vice versa, and words importing a gender include every gender.

2. The Service

2.1 We have developed a user identity verification/authentication software/application that uses an individual's typing biometrics to verify such user's authenticity. The Service analyses the

way you type in order to determine your particular typing patterns defined as behavioural patterns and data that can be related to typing, touch, and pointer input (including, but not limited to, speed of typing, the pressure applied, intervals between keystrokes, telemetry information, typing rhythms, touch and swipe pattern, etc.).

2.2 Designated Partners require their users to verify their identity when accessing a service or logging into their account, on the Designated Partner's websites and/or platforms through the Internet or other means of telecommunication. The Service is provided in order to minimize the risk that your devices are used fraudulently or without your permission and to ensure that user log-in and authentication are performed smoothly.

2.3 You should be aware of the following characteristics and matters about the Service:

- (a) After your first enrollment, the Service can be used on all the Designated Partner's websites and/or platforms without you having to enroll every time you access the website and/or platforms of a Designated Partner.
- (b) We do not guarantee perfect correctness or accurate authentication -- no biometrics-system can ever provide that. Using different devices, keyboards or health conditions (such as: a broken arm or any action that is substantially different than normal) can affect the accuracy of the Service.
- (c) First time when you enroll in the Service (or anytime subsequently when your typing pattern(s) cannot be verified by the Service, or you request to reset your account details from time to time under the Service), we will transmit to you an OTP through the short message service (or SMS), email, or other channels using a provider selected by the Designated Partner or our default provider in case none was selected.
- (d) You are solely responsible for (i) checking with us to ensure that the latest mobile phone number and/or email address on our record is correct for sending OTPs and (ii) resetting your profile in case you change your mobile phone number and/or email address.
- (e) You acknowledge that mobile phone numbers and emails are not a secure means of transmission and that information issued through SMS and/or email are prone to unauthorized alteration. You specifically agree to exempt the TypingDNA from any and all responsibility/liability of any misuse of the Service and not hold us responsible for any such misuse.

3. Use of the Service subject to this Agreement

3.1 Our provision and your use of the Service are subject to this Agreement. Once you use the Service, you will be regarded as having accepted and will be bound by this Agreement.

3.2 We provide the Service on an "as is" and "as available" basis.

3.3 We have the right to specify or vary from time to time the features of the Service without prior notice.

3.4 We provide the Service subject to the following:

- (a) You acknowledge that the Service will require you to share certain information which may include personal information (such as phone number, email address and typing pattern(s)) solely for the purposes of providing and improving the Service. Please review

our Privacy Policy, available [here](#), which states how we process personal information. Using the Service shall be considered as agreement to the terms of the Privacy Policy.

(b) You must have at least one mobile phone number or email address on our record. You are also required to provide us or our Designated Partners with such other information as we may reasonably require enabling you to use the Service. You are solely responsible for ensuring that all information you provide to us or to our Designated Partners is current, complete, and accurate. If you fail to provide us with correct information, you may be unable to use the Service or we may have sent OTPs to another mobile phone number or email address.

(c) You acknowledge that the mobile service provider may impose restrictions on receiving OTPs via SMS. The mobile service provider may also impose service fees and charges for receiving OTPs via SMS. You are solely responsible for paying any fees and charges levied by the mobile service provider or any other person in connection with receiving OTPs via SMS on your mobile phone.

(d) We bear no responsibility or liability whatsoever if your phone, email address or other device is stolen or hacked, and there is unauthorized use or access by a third party of your phone number and/or email address or any other device.

4. Your confirmation and responsibility

4.1 You confirm and authorize us to verify your authenticity on the Designated Partner's website and/or platforms through the Service each time you log-in to the respective website and/or platform, perform a transaction, or when necessary.

4.2 You must act in good faith and exercise reasonable care when using the Service, including taking the following security measures:

(a) you should not disclose credentials (phone number/email address) relating to your account to any other person or permit or enable any other person to obtain such credentials;

(b) you should immediately use the applicable methods to reset your profile if you have lost your mobile phone and/or email used to receive OTPs;

(c) you should observe all guidelines, security recommendations and other communications provided by us from time to time about the use of the Service and OTPs;

(d) you should protect your mobile phone and email from unauthorized access.

5. Limitation of our liability

5.1 We do not provide any warranty, whether express or implied, of any kind regarding the Service including any warranty of merchantability, fitness for a particular purpose, title or non-infringement of right.

5.2 We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use the Service, or any failure or error in transmitting OTPs.

5.3 Transmission of OTPs via SMS may fail or may be delayed or interrupted due to the traffic over the mobile service network of the mobile service provider. We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with any failure, delay or interruption in transmitting OTPs or any suspension or unavailability of the Service

due to any failure of the mobile service network or any other circumstance beyond our reasonable control.

5.4 IN NO EVENT SHALL WE OR OUR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, PRODUCTIVITY, OPPORTUNITY OR PROFIT, OR DUE TO BUSINESS INTERRUPTION), UNDER ANY LEGAL THEORY OR CLAIM EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING WITHOUT LIMITATION LIABILITY ARISING OUT OF BREACH OF CONTRACT, TORT, OR THE USE, INABILITY TO USE, POOR PERFORMANCE, OR DEFECTS OF THE SERVICE.

6. Modification, suspension, and termination of the Service

We reserve the right to modify, suspend or terminate the Service or its use by you or as a whole at any time without giving prior notice or reason where we reasonably consider necessary or advisable to do so. These cases may include actual or suspected breach of security, or where we reasonably believe that the information you provided to us is untrue, inaccurate, outdated or incomplete.

7. Modification and revision of the Agreement

We have the right to update, revise or amend the Agreement and/or introduce additional terms and conditions from time to time. Continuing use of the Services signifies your agreement to be bound by the current version of the Agreement. While we will make reasonable efforts to notify you of substantial changes brought to these documents, you are exclusively responsible and liable for keeping up to date of the latest applicable version of these documents. We may give notice by displaying it [here](#) or other means as we consider appropriate. You will be bound by any variation if you use the Service on or after the effective date of the variation.

8. Governing law

This Agreement shall be governed by and construed in accordance with the laws of New York, US and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

9. Miscellaneous

9.1 If any provision of the Agreement shall be held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of the Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect.

9.2 We may assign or transfer all or any of our rights and obligations under this Agreement to any Affiliate without your prior consent.

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