

Clariti Cloud

Terms of Service

Last updated: August 27, 2026

These terms of service (“**Terms**”) constitute a legally binding agreement between you and ComplyAI, Inc. d/b/a CivCheck (together with its parent, Clariti Cloud Inc., and their subsidiaries, affiliates and other members of the Clariti corporate group, “**Clariti**”, “**we**,” “**our**” or “**us**”) governing your use of our products, services, websites and applications, including our permitting, licensing, code-compliance and other regulatory review platforms offered or made available by us (individually and collectively, the “**Platform**” and collectively with the foregoing, the “**Services**”). “You”, “Your” and other similar terms used in these Terms mean the Applicant, Account Owner and/or any other individual or entity accessing or using the Services. Certain Services may be provided by, or their use may require you to agree to, service-specific or platform-specific additional terms set out in an appendix, addendum or order form (the “**Service-Specific Terms**”), which are incorporated into and form part of these Terms. If any Service-Specific Terms conflict with these Terms, the Service-Specific Terms will govern for that Service.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, OR ACCESSING OR USING THE SERVICES, YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU HAVE NO RIGHT TO, AND MUST NOT, ACCESS OR USE THE SERVICES. IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF AN EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY, IN WHICH CASE “YOU” AND “YOUR” REFER TO THAT ENTITY.

YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND A CLASS ACTION WAIVER (SEE THE “DISPUTE RESOLUTION” SECTION BELOW), WHICH AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A LAWSUIT OR CLASS ACTION. PLEASE READ THAT SECTION CAREFULLY BEFORE AGREEING.

These Terms govern your use of the Services as an applicant, licensee, permit holder or other member of the public (including you and any other end user of the Services, each, an “**Applicant**”) who submits or is otherwise involved in planning, zoning, permitting, licensing, code enforcement and other regulatory matters (collectively, “**Regulatory Matters**”). By submitting any information to us via or in association with the Services, you represent and

warrant that you have the authority to disclose that information and to grant the rights described in these Terms. Where you access or use the Services in connection with an authority having jurisdiction (an “**AHJ**”) — an authorized governmental or regulatory agency responsible for Regulatory Matters — or another governmental or organizational customer of Clariti (each, a “**Customer**”), that Customer administers the applicable Regulatory Matter and may determine the purposes for which certain information (including permit documents) is submitted and processed, and that Customer’s own terms of use, privacy policies, notices of collection, records-retention obligations and applicable public-records or freedom-of-information laws may apply to that information as necessary to resolve any conflict with the terms hereof.

Any personal data you submit to the us or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”), available at www.civcheck.ai/privacy. You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms and together with any applicable Service Specific Terms form and are hereinafter referred to as this “**Agreement.**”

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND CLARITI CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SEE THE “DISPUTE RESOLUTION” SECTION BELOW). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

PLEASE FURTHER NOTE: Clariti is not a permitting or regulatory agency or jurisdiction and has no authority to issue, approve or deny permits, licences or other regulatory approvals of any kind. The relevant AHJ remains exclusively responsible for reviewing submissions and determining whether to issue any permit, licence or approval. You must contact the relevant AHJ to obtain any permit, licence or approval, and you remain exclusively responsible for the timely submission of any required information directly to that AHJ. Clariti is not liable for any failure of a permit, licence or approval to issue or for any failure of an application to be submitted, and you should not rely solely on the Services for the submission, approval or issuance of any permit, licence or approval.

For Applicants, Clariti is not liable for the failure of any permits to issue or the failure of any applications to be submitted. Applicants must contact the relevant jurisdiction to obtain any permit. Applicants remain exclusively responsible for the timely submission of any required information for any permit application directly to the relevant jurisdiction. It is not recommended to rely solely on the Services for the submission or approval of Applicant’s permit application.

Clariti, its officers, employees, agents, or representatives shall not be liable for any damages of any kind arising from your use of the linked online payment service. Nothing contained in the

Services constitutes or is intended to constitute legal advice from Clariti or any of its agencies, officers, employees, agents, or representatives.

Our Services

Clariti's Platform Services (including, among others, Clariti's Guided AI Plan Review™ (GPR) platform) provide guided review, code-compliance education and related software that speed up permitting, licensing and other Regulatory Matters for applicants and reviewing agencies. The specific features of each Platform Service or any other Service may be described in the applicable Service-Specific Terms.

Account, Password, Security, and Mobile Phone Use

You must register with Clariti and create an account to use the Services (an “**Account**”) and as part of that process you will be requested to provide certain information, including without limitation your name, full address, phone number and email address. By using the Services, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the Account information to keep it accurate, current and complete. You are the sole authorized user of your Account. You are responsible for maintaining the confidentiality of any log-in, password, and Account number provided by you or given to you by Clariti for accessing the Services. You are solely and fully responsible for all activities that occur under your password or Account, even if not authorized by you. Clariti has no control over the use of any user's Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or Account or you suspect any other breach of security, you agree to contact Clariti immediately.

The person signing up for the Services will be the contracting party (“**Account Owner**”) for the purposes of these Terms and will be the person who is authorized to use any corresponding Account we provide to the Account Owner in connection with the Services; provided, however, that if you are signing up for the Services on behalf of your employer, your employer shall be the Account Owner. As the Account Owner, you are solely responsible for complying with the Agreement and only you are entitled to all benefits accruing thereto. Your Account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.

User Generated Content

“User Generated Content” is defined as any content, files or permit documentation, information, and materials that may be textual, audio, or visual that you provide, submit, upload, publish, or make otherwise available to the Services and our users; provided that User Generated Content does not include any de-identified, anonymized or aggregated data derived from it, which is Clariti’s data as described in the “Derived Data” provision below . You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that Clariti:

- Is not involved in the creation or development of User Generated Content.
- Disclaims any responsibility for User Generated Content.
- Cannot be liable for claims arising out of or relating to User Generated Content.
- Is not obligated to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Services at its sole discretion.

You hereby represent and warrant to Clariti that your User Generated Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vii) will not represent you being employed or directly engaged by or affiliated with Clariti or purport you to act as a representative or agent of Clariti; and (viii) will not create liability for Clariti or cause Clariti to lose (in whole or in part) the services of its ISPs or other suppliers.

You further represent and warrant that you have obtained, and will maintain, all rights, licenses, consents, permissions and authorizations necessary for Clariti and the Clariti corporate group to collect, host, use, reproduce, modify, create derivative works from, and otherwise exploit your User Generated Content as contemplated by this Agreement and the Privacy Policy, including where the User Generated Content was created or owned by a third party (such as an architect, engineer, designer or other professional who prepared a plan, drawing,

application or document). Where you submit User Generated Content on behalf of, or that includes information relating to, another person or entity, you represent and warrant that you are authorized to do so and to grant the rights and licenses set out below on their behalf, and that no further consent is required for Clariti and the Clariti corporate group to exercise those rights.

By making available any User Generated Content through the Services, you hereby grant to Clariti and the Clariti corporate group a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense (including to our affiliates and service providers), to host, use, access, view, copy, adapt, modify, translate, create derivative works from, distribute, license, transfer, publicly display, publicly perform, transmit and otherwise exploit such User Generated Content on, through or by means of the Services, and to operate, develop, train, fine-tune and improve the Services and our and our affiliates' models, algorithms, products and offerings, in each case in accordance with the Privacy Policy. Except for the licenses and rights granted in this Agreement, we do not claim ownership of your User Generated Content, and nothing in this Agreement restricts any rights you may have to use and exploit it.

Derived Data. As between you and Clariti, Clariti exclusively owns all right, title and interest in and to any de-identified, anonymized or aggregated data, and any models, algorithms, insights, improvements, configurations and other materials, that we create, derive from, or train on using User Generated Content or the use of the Services (collectively, "Derived Data"), provided that Derived Data cannot be reasonably used to identify you or any individual. You hereby assign to Clariti all right, title and interest you may have in Derived Data, and we may use, retain and otherwise exploit Derived Data for any lawful purpose, indefinitely and without restriction or obligation to you.

Representations and Warranties

You represent and warrant that: (i) you are 18 years of age or older or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that (i) you have read, understand, and agree to be bound by these Terms and the Privacy Policy in order to access and use the Services, and (ii) when

using or accessing the Services, you will act in accordance with any applicable local, state, or federal law or custom and in good faith.

You agree not to engage in any of the following prohibited activities, among others: (i) copying, distributing, or disclosing any part of the Services in any medium other than as allowed by the Services and these Terms; (ii) using any automated system (other than any functionalities of the Services), including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services; (iii) transmitting spam, chain letters, or other unsolicited email or attempting to phish, pharm, pretext, spider, crawl, or scrape; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances; (vi) conducting any unlawful purposes or soliciting others to perform or participate in any unlawful acts; (vii) uploading invalid data, viruses, worms, or other software agents through the Services; (viii) infringing upon or violate our intellectual property rights or the intellectual property rights of others; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) harassing, insulting, harming, abusing, defaming, abusing, harassing, stalking, threatening, intimidating or otherwise violating the legal rights (such as of privacy and publicity) of any other users or visitors of the Services or staff member of Clariti; (xi) interfering with or any activity that threatens the performance, security or proper functioning of the Services; (xii) uploading or transmitting viruses or any other type of malicious code; (xiii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or algorithms used to provide the Services; (xiv) bypassing the security features or measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xv) attempting to access unauthorized Accounts or to collect or track the personal information of others; (xvi) using the Services for any purpose or in any manner that infringes the rights of any third party; (xvii) taking outputs from the Services, including certificates, modifying and submitting them to AHJs; or (xvii) encouraging or enabling any other individual to do any of the foregoing.

You hereby warrant and represent that, other than as fully and promptly disclosed to Clariti as set forth below, you do not have any motivation, status, or interest which Clariti may reasonably wish to know about in connection with the Services, including without limitation, if you are using or will or intend to use the Services for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Clariti in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Services.

Termination and Suspension

Unless otherwise agreed to in writing between you and Clariti, either party may terminate these Terms for any or no cause, at any time. You may cancel and delete your Account at any time by either using the features on the Services to do so (if applicable and available) or by written notice to info@civcheck.ai. After cancellation, you will no longer have access to your Account, your profile or any other information through the Services. The provisions of these Terms which by their intent or meaning intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive the any termination of these Terms and any termination of your use of or subscription to the Services and shall continue to apply indefinitely.

We reserve the right to refuse the Services to anyone for any reason at any time. Clariti may terminate or limit your right to use the Services in the event that we are investigating or believe that you have breached any provision of this Agreement, by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice. If Clariti terminates or limits your right to use the Services pursuant to this section, you are prohibited from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Even after your right to use the Services is terminated or limited, this Agreement will remain enforceable against you. Clariti reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with the “Dispute Resolution” section of these Terms.

Clariti reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Services at its sole discretion. Clariti is not liable to you for any modification or discontinuance of all or any portion of the Services. Clariti has the right to restrict anyone from completing registration as a user if Clariti believes such person may threaten the safety and integrity of the Services, or if, in Clariti’s discretion, such restriction is necessary to address any other reasonable business concern.

Following the termination or cancellation of your Account (as defined below), we reserve the right to delete all your data, including any User Generated Content, in the normal course of operation. Your data cannot be recovered once your Account is terminated or cancelled.

Links to Third-Party Websites

The Services may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Clariti or association with those websites, their content or their

operators. Such links (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. Clariti does not control any such websites, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Clariti is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Clariti has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Services at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. Clariti expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Services. You hereby agree to hold Clariti harmless from any liability that may result from the use of links that may appear on the Services.

As part of the functionality of the Services, you may link your Account with online accounts you may have with third-party service providers, such as Google (each such account, a “**Third-Party Account**”) by either: (i) providing your Third-Party Account login information through the Services; or (ii) allowing Clariti to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Clariti and/or grant Clariti access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Clariti to pay any fees or making Clariti subject to any usage limitations imposed by such third-party service providers. By granting Clariti access to any Third-Party Accounts, you understand that (1) Clariti may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “**SNS Content**”) so that it is available on and through the Services via your Account, including without limitation any friend lists, and (2) Clariti may submit and receive additional information to your Third-Party Account to the extent you are notified of this when you link your Account with the Third-Party Account. Unless otherwise specified in these Terms, all SNS Content, if any, shall be considered to be User Generated Content. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the

Services. Please note that if a Third-Party Account or associated service becomes unavailable or Clariti's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Services. You will have the ability to disable the connection between your Account on the Services and your Third-Party Accounts at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY PROVIDERS. Clariti makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Clariti is not responsible for any SNS Content.

Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively "**Proprietary Material**") that users see or read through the Services is owned by Clariti, excluding User Generated Content, which users hereby grant Clariti a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Clariti owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without Clariti's express prior written consent and, if applicable, the holder of the rights to the User Generated Content.

Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Clariti and, if applicable, the holder of the rights to the User Generated Content.

The service marks and trademarks of Clariti, including without limitation Clariti and Clariti logos, are service marks owned by Clariti. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Additionally, you may choose to or we may invite you to submit comments, ideas, or feedback about the Services, including without limitation about how to improve our services or our products ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Clariti under any fiduciary or other obligation, and that we are free to use the Feedback without any additional

compensation to you, and/or to disclose the Feedback on a nonconfidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Clariti does not waive any rights to use similar or related Feedback previously known to Clariti, developed by its employees, or obtained from sources other than you. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Clariti and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Clariti in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Clariti upon termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of Clariti’s trade secrets, confidential and proprietary information, and all other information and data of Clariti that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Clariti or Clariti’s business, operations or properties, including information about Clariti’s staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

Disclaimer of Warranties

This Section limits our responsibilities as allowed by applicable law. This Section and these Terms don’t limit liability for:

- 1) fraud or fraudulent misrepresentation
- 2) death or personal injury caused by negligence
- 3) gross negligence

4) wilful misconduct

SUBJECT TO THE FOREGOING, THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLARITI MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICES OR THE CONTENT OF ANY SITES LINKED TO THE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL. CLARITI DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY THIRD-PARTY DATA PROVIDED VIA THE SERVICES OR THE ACTIONS OF ANY THIRD PARTY OR USER. WHILE CLARITI ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES SAFE, CLARITI DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER CLARITI NOR ANY THIRD-PARTY PROVIDERS OF DATA AVAILABLE VIA THE SERVICES HAVE ANY OBLIGATION TO PROVIDE UPDATES, SUPPORT, CONSULTING, TRAINING, OR ASSISTANCE OF ANY KIND WHATSOEVER WITH REGARD TO ANY DATA AVAILABLE VIA THE SERVICES OR USE THEREOF.

UNDER NO CIRCUMSTANCES WILL CLARITI AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR

OTHER CONTENT MAINTAINED OR TRANSMITTED BY CLARITI, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT CLARITI, AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LOWER OF (I) THE TOTAL FEES PAID BY YOU TO CLARITI DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) FIVE HUNDRED DOLLARS (\$500), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

To the extent allowed by applicable law, you hereby agree to indemnify, defend, and hold harmless Clariti, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “**Indemnified Parties**”) from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Services, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any user or third party and (iv) any content submitted by you or using your Account to the Services, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Clariti reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Clariti.

Dispute Resolution – Arbitration & Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND Clariti CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND Clariti TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

You agree that, in the event any dispute or claim arises out of or relating to your use of the Services, you will contact us at info@civcheck.ai and you and Clariti will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a “Dispute” as defined below. Except for the right to seek injunctive or other equitable relief described under the “Binding Arbitration” section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys’ fees, even if you may have been entitled to them otherwise.

Binding Arbitration. You and Clariti agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Services (collectively “**Disputes**”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. **This means that you and Clariti both agree to waive the right to a trial by jury.** Notwithstanding the foregoing, you may bring a claim against

Clariti in “small claims” court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, nonclass, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

Class Action Waiver. You and Clariti agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. **This means that you and Clariti both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and Clariti agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person’s claims and may not preside over any form of class action proceeding.**

Arbitration Administration and Rules. The arbitration will be administered by the ADR Institute of Canada, Inc. (“ADRIC”) in accordance with the ADRIC Arbitration Rules (the “ADRIC Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The ADRIC Rules are available at <https://adric.ca>.)

Arbitration Process. A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the ADRIC Rules. The arbitrator will be either a retired judge or a lawyer licensed to practice law in the Province of Ontario and will be selected by the parties from ADRIC’s roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then ADRIC will appoint the arbitrator in accordance with the ADRIC Rules.

Arbitration Location and Procedure. Unless you and Clariti agree otherwise, the seat of the arbitration shall be in Toronto, Ontario. If your claim does not exceed CAD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Clariti submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds CAD\$10,000, your right to a hearing will be determined by the ADRIC Rules. Subject to the ADRIC Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.

Arbitrator’s Decision and Governing Law. The arbitrator shall apply the laws of the governing law determined in accordance with the “Governing Law” section of these Terms, consistent with the Arbitration Act, 1991 (Ontario) and applicable limitation periods, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the ADRIC Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the limitations of liability set out in the “Disclaimer of Warranties” section above. The arbitrator

may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the ADRIC Rules.

Governing Law

Except as provided in the "Dispute Resolution" section or expressly provided in writing otherwise.

(a) Regulatory Matters. Where you access or use the Services as an Applicant in connection with a Regulatory Matter administered by a Customer (including an AHJ), this Agreement and your access to and use of the Services in connection with that Regulatory Matter — including in respect of any User Generated Content or personal information you submit in connection with that Regulatory Matter — will be governed by and construed under the laws applicable to that Customer, being the laws of the province, state or territory in which that Customer is located or under which it exercises its regulatory authority, the federal laws of the country applicable therein and, where applicable, the by-laws, ordinances, rules and policies of that Customer, in each case without regard to conflict-of-laws principles. The governing law under this paragraph (a) applies regardless of your place of residence or domicile, the location from which you access the Services or the location from which any information is submitted, and is determined by reference to the Customer to which the applicable Regulatory Matter relates, including the location of any property, premises, works, activity or undertaking that is the subject of that Regulatory Matter. By way of example, if you are resident in the Province of Quebec and submit a permit application in respect of a property located in the City of Toronto, this Agreement and your use of the Services in connection with that application will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, together with the applicable by-laws and policies of the City of Toronto, and not by the laws of the Province of Quebec.

(b) All Other Uses. In all other cases, this Agreement and your use of the Services will be governed by, and construed under, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles.

(c) Acknowledgement. To the fullest extent permitted by applicable law, you agree not to assert that the laws of any other jurisdiction, including the jurisdiction of your residence or domicile, govern this Agreement or your use of the Services. Nothing in this "Governing Law" section is intended to deprive you of the protection of any provision of law that applies to you and cannot be derogated from by agreement, and if any such provision applies notwithstanding

this section, the remainder of this section will continue to apply to the fullest extent permitted. The governing law determined under this section applies equally to the Privacy Policy, which is incorporated into and forms part of this Agreement.

No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

General Provisions

Failure by Clariti to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement, together with the Privacy Policy and any applicable Service-Specific Terms, constitutes the complete and exclusive agreement between you and Clariti with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the “Class Action Waiver” in the “Dispute Resolution” section, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (i) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (ii) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (1) to a parent or subsidiary, (2) to an acquirer of assets, or (3) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement will inure to the benefit of Clariti, its successors and assigns.

Changes to this Agreement and the Services

Clariti reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including these Terms and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to Clariti. Clariti will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Services. Your continued use of the Services following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Clariti may

also impose limits on certain features or restrict your access to part or all of the Services without notice or liability.

No Rights of Third Parties

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, “**Notices**”) to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Platform. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

Contacting Us

If you have any questions about these Terms or about the Services, please contact us by email at info@civcheck.ai or by mail to Clariti Cloud Inc. at 422 Richards St, Suite 170, Vancouver, BC, V6B 2Z4.