

TERMS OF USE

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The Across website (<https://www.verifyacross.com/>) and all associated pages (collectively referred to as the “Site”) offer insights into the business, products, and services of Across Technology, Inc. (“Across,” “we,” or “our”). These “Terms of Use” establish the terms under which you (“you” or “user”) may access and interact with the Site, along with any content or resources available on or through it.

BY ACCESSING OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU AGREE TO THESE TERMS OF USE AND THE ACROSS PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE.

In the event you have entered into a Master Service Agreement (MSA) with Across, the terms of the MSA shall supersede this Terms of Use in case of any conflict. Further, the Privacy Policy constitutes an integral part of this Agreement; the Terms of Use shall prevail in case of any conflict between the Privacy Policy and the Terms of Use.

ELIGIBLE USERS

In order to use the Site, you must be an individual of at least 18 years of age who can enter into legally binding contracts under applicable law. Acceptance of the Terms of Use for users under the age of 18 by parents and/or legal guardians shall not be acceptable. If you are under the age of 18, you may use the Site only under the guidance of a parent or a legal guardian.

PERMITTED USE

You may use the site only under the following conditions and/or for the purposes described hereunder:

- a. You shall use the Site for non-commercial purposes only.
- b. You shall not use the Site for any unlawful activity; being activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, international law, sanctions programs administered in the countries where Across conducts business, including the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

INTELLECTUAL PROPERTY

- a. Across shall retain all rights, title and interest to its intellectual property rights, including but not limited to copyright, trademarks, patents, registered and industrial designs in Across' technology platform, further including the contents of the Site, and all text, images, software, audio and video, links, as well as any such combination and/or compilation of the same (collectively the “Intellectual Property”). You shall not modify, reproduce, distribute, transmit, publicly display, perform, or otherwise use, in whole or in part, the Intellectual Property, without the prior written consent of Across. No use of Intellectual Property is allowed except as expressly stated herein. Some Intellectual Property may be copyrighted by Across' suppliers, licensees and affiliates. Copyright law also applies to other companies' advertisements or information presented on this Site. CLIENT does not acquire any rights, express or implied, in the Intellectual Property, other than those specified in this Terms of Use or the MSA.
- b. You may not copy, transmit, publish, distribute, display, or otherwise exploit the Intellectual Property. You shall not aggregate or collect materials from this Site to create any form of online or computer database. Furthermore, you may not use this Site or other Intellectual Property to solicit any unlawful activity or any activity that infringes upon the rights of Across or others. You may not use or export or re-export any

Intellectual Property or any copy or adaptation of such Intellectual Property, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulation. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or with any other person's use of the Site. You may not attempt to gain unauthorized access to any portion or feature of the Site, by hacking, password "mining" or any other illegitimate means.

HANDLING OF DATA

- a. You shall not provide any Client Data on the Site or to any email address of Across prior to execution of the MSA. For clarity, the Site does not require you to provide any Client data other than general contact information.
- b. By using this Site, you signify your ongoing and continuing consent to the Across Privacy Policy ("Privacy Policy"). Personal information that you supply to Across, and any information about your use of the Site that Across obtains from you will be subject to the Privacy Policy. In addition, Across email addresses are provided solely for user queries relating to the Site. The capture of Across emails for use with unsolicited email is not permitted.
- c. The terms of receipt, storage, usage and disposal of Client Data shall be as per the terms defined in the MSA.

INDEMNIFICATION

You shall indemnify, defend, and hold Across, its partners harmless from and against any and all claims, damages, liabilities, costs and expenses (referred to collectively herein as "Indemnity Claim(s)") resulting directly or indirectly from your use of the Site, including reasonable attorneys' fees, arising out of your use of the Site. Across reserves the right, at Across' expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Across in asserting any available defenses.

DISCLAIMER OF WARRANTIES

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. USE OF THE SITE IS AT YOUR OWN RISK. WE AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WE SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT YOUR USE OF THE SITE. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

- a. We will not be liable for:
 - i. any loss or damage due to causes beyond our control, including but not limited to earthquake, war, fire, flood, terrorism, power failure, acts of God or other catastrophes.
 - ii. any special, consequential, indirect or similar damages under or in connection with this Terms of User including but not limited to loss of profits even if we have been advised of the possibility of such damages.

- b. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ACROSS AND OUR SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LOWER OF ONE-THOUSAND DOLLAR (\$1,000) OR ANY AMOUNT YOU HAVE PAID TO THE COMPANY. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

CHANGES TO SITE

Across reserves the right, in its sole discretion, to modify or discontinue, whether temporarily or permanently, the Site, or the content thereof, with or without notice. Across reserves the right to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes. You agree that Across will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

CHANGES TO TERMS OF USE

Across reserves the right, in its sole discretion, to change or modify the Terms of Use, whether in whole or in part, without notice. If Across changes the Terms of Use, Across will post such new terms on the Site and any such changes or modifications will become effective upon posting. Your access to and use of the Site, following the posting of any such changes or modifications, will constitute your acceptance of the Terms of Use as revised.

GOVERNING LAW

- a. This Terms of Use is formed under and shall be interpreted in accordance with the laws of the State of California.
- b. This Terms of Use is governed by all applicable state and federal laws and regulations, except to the extent that this Agreement can and does vary from such laws. If any of the terms of this Terms of Use cannot be legally enforced, they will be considered modified to the extent necessary to comply with Applicable Law. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this Terms of Use.

DISPUTE RESOLUTION

- a. Any and all disputes, claims, or controversies arising out of or related to this Agreement, including any claims under any statute or regulation ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, the Disputes then shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of California, USA, and shall be administered by, and pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA").
- b. To the extent permitted by law, you agree not to bring, join or participate in any class action with regard to any claim, dispute or controversy you may have against Across, its employees, officers, directors or agents.
- c. For any claim, excluding those made for injunctive or other equitable relief, where the total amount of the award sought is less than \$1,000 USD, the party requesting the relief may elect to resolve the dispute in a cost-effective arbitration. If a party chooses arbitration, that party will initiate such arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The chosen provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- d. All claims you bring against Across must be resolved in accordance with the Indemnification and Limitation of Liability sections of this User Agreement. We may recover attorneys' fees and costs up to \$1,000 USD.

TERMINATION AND SURVIVAL

- a. Across reserves the right to terminate the agreement without giving any prior notice to you. In addition, we may terminate your Account, for any reason, including
 - i. your violation of this Agreement,
 - ii. our assessment that you pose an unacceptable risk to our network, based on our confidential risk and security criteria.
- b. Across reserves the right to restrict your use of the Site or any page, content or section of the Site.
- c. Termination of this Terms of Use does not relieve you of your liability for any losses incurred by Across owing to your conduct during your use of the Site. "DISCLAIMER OF WARRANTIES", "INDEMNIFICATION", "LIMITATION OF LIABILITY", "DISPUTE RESOLUTION" and "GOVERNING LAW" shall survive termination.

NOTICES

- a. Across may give notice to you by e-mail, letter, telephone or any other means as deemed fit to the e-mail address/address/telephone number registered for the Services. Notices under the Terms of Use may be given by you in writing by delivering them by hand or by sending them by post to the address mentioned on the Site. Across may, but shall not be bound to, act upon notices and instructions given by you via e-mail, letter, telephone or any other means as Across may deem fit.
- b. In addition, Across may (but shall not be bound to) also publish notices of general nature, which are applicable to all users in a newspaper or on the Site. Such notices will have the same effect as a notice served individually to each User (including you).
- c. Documents which may be sent by electronic communication between you and Across may be in the form of an electronic mail, an electronic mail attachment, or in the form of an available download from the Website. Across shall be deemed to have duly communicated and delivered any communication or document to you if such communication or document is sent via electronic mail (e-mail) to the registered e-mail address. Across shall also be entitled to act on the basis of any instructions received or purported to be received by Across from you by e-mail or other electronic means or via the internet. Across shall also be entitled (but not bound) to act upon fax instructions and communications.

OTHER TERMS

- a. Across shall not be under any duty to assess the prudence or otherwise of your usage of the Site or action taken by you on the Site.
- b. Across shall be entitled, in its sole and absolute discretion, to refuse to comply with all or any of your requests without assigning any reason.
- c. Across shall have the right to, and you hereby authorize Across to, verify any information provided by you.
- d. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify Across immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- e. This Terms of Use is intended solely for the benefit of the Parties and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a Party to this Agreement.
- f. This Terms of Use is made in the English language. If this Agreement is translated into any other language, the English language text shall prevail.
- g. Any provisions of this Terms of Use that expressly or by implication are intended to come into or continue in force on or after termination or expiry of this Terms of Use shall remain in full force or effect.

- h. This Terms of Use constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements by and between the parties as well as all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Terms of Use. You acknowledge that it has not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein.