

2023

TERMS AND CONDITIONS



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1. ACCEPTING THESE TERMS

This document, our rules, policies and the other documents referenced make up our Terms and Conditions (“Terms”). The Terms are a legally binding contract between you and True People Check. This contract sets out your rights and responsibilities when you use our website and our Service (the “Service” includes the “Website”, as well as all related websites, networks, downloadable software, and other services provided by us. Please read them carefully.

BY USING OUR SERVICE, YOU’RE CREATING A LEGALLY BINDING CONTRACT TO COMPLY WITH ALL THE TERMS.

WE ARE NOT A CREDIT REPORTING AGENCY FOR PURPOSES OF THE FAIR REPORTING ACT (“FCRA”), AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES, ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THESE TERMS AND CONDITIONS.

2. CHANGES

We may amend the Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

No implication is made that the materials published on True People Check’s website(s) are appropriate for use outside of the United States. If you access this website from outside of the United States, you do so on your own initiative and you are responsible for compliance with local laws. Additionally, this website is published in English and we are not responsible for errors in translation.

3. ACCESS TO THIS SITE

To access this site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If True People Check believes the information you provide is not

correct, current, or complete, True People Check has the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time.

4. RESTRICTIONS ON USE

You may use this site for purposes expressly permitted by this site. As a condition of your use of True People Check's website(s), you warrant to True People Check that you will not use the website(s) for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to) (i) co-brand this site, or (ii) frame this site, or (iii) download any content from this site (other than as provided by these terms) without the express prior written permission of an authorized representative of True People Check. For purposes of these Terms and Conditions, co-branding means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with True People Check to prevent or remedy any unauthorized use. In addition, you may not use True People Check's website(s) in any manner which could disable, overburden, damage, or impair the website(s) or interfere with any other party's use and enjoyment of the website(s). You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website(s).

5. PERSONAL AND NON-COMMERCIAL USE LIMITATION

True People Check's website(s) are for your personal and non-commercial use, unless otherwise specified. You may not use this site for any other purpose, including any commercial purpose, without True People Check's express prior written consent. You may not modify copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products or services obtained from or otherwise connected to True People Check's website(s), unless expressly permitted by these terms.

6. PROPRIETARY INFORMATION

The material and content accessible from this site, and any other website owned, operated, licensed, or otherwise controlled by True People Check (the "Content") is the proprietary information of True People Check or the party that provided or licensed the Content to True People Check whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be

copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of True People Check, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. From time to time, the website will utilize various plug-in or widgets to allow sharing of content via social media channels, email or other methods. Use of these plug-in or widgets does not constitute any waiver of True People Check's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels, with full credit to the website.

7. THIRD PARTIES

The sites may contain ratings and other accreditations that are provided by third party entities that offer such products and/or services. While we are constantly updating and refining our database and service, we do not represent or warranty that the results provided will be 100% accurate and up to date and, as such, True People Check shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the sites including, without limitation, True People Check. True People Check does not provide private investigator services and information obtained through the Site and/or from True People Check. Monitoring should not be used for employment, tenant screening, or any FCRA related purposes. True People Check does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any True People Check.

7.1 THIRD PARTIES AND END USERS LOCATED IN THE EUROPEAN UNION

In regards to any transaction in which information or data is sought by or concerning a party located, residing or otherwise related to the European Union and subject to the General Data Protection Regulations (the "GDPR"), it is agreed between the End User and True People Check Inc. that the End User is the "Controller" as that term is defined in the GDPR and True People Check Inc. is the "Processor" as that term is defined in the GDPR. It is further agreed by the End User that End User's use of the True People Check website is confirmation and acceptance that True People Check, Inc., in relation to any information or data obtained by End User, has:

- a. processed the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization;
- b. ensured that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. taken all measures required pursuant to Article 32 of the GDPR;
- d. respected the conditions referred to in the GDPR for engaging another processor;
- e. taking into account the nature of the processing, assisted the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f. assisted the controller in ensuring compliance with the obligations of the GDPR taking into account the nature of processing and the information available to the processor;
- g. has not retained any of the personal data obtained by or for the controller after the end of the provision of services relating to processing, and deleted any existing copies;
- h. made available to the controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR.
- i. End User further warrants that it has and will comply with all obligations imposed on "Controllers" by the GDPR with respect to any use of services offered by True People Check, Inc.

7.2 THIRD PARTIES AND END USERS LOCATED IN CALIFORNIA

Use of Personal Information. Personal Information as referred to herein is used as that term is defined by the California Consumer Privacy Act (Cal. Civ. Code §1798.100 et seq.). True People Check is acting solely as a Service Provider with respect to Personal Information. In no event will True People Check or End User sell Personal Information received from or provided by End User or True People Check. End User shall, upon True People Check request, or as otherwise provided by law, promptly delete any such Personal Information from its records and direct any relevant agents, consultants, or contractors to delete such Personal Information from their records and provide certification of such deletion upon request. Such deletion shall be in accordance with CCPA and all regulations promulgated pursuant thereto:

Personal Information Compliance. True People Check and End User certify that they understand, agree to, and shall comply with the requirements in this Section prior to use of True People Check Services by End User.

- i. Comply with all applicable laws and regulations in connection with its receipt, use, handling, processing, access and storage of Personal Information;
- ii. Maintain a privacy program and related policies that address how personal Information is collected, used, shared, and otherwise Processed.
- iii. Promptly refer to True People Check any inquiries received by End User regarding True People Check privacy practices.

Prohibited Use. End User and True People Check shall not collect, retain, use, disclose, or otherwise Process Personal Information: 1) for any purpose (including a commercial purpose) other than for the specific purpose of performing the services, obligations, or actions that are specified in these Terms of Service; or 2) outside of the direct business relationship between True People Check and End User.

The Parties acknowledge and agree that both parties have no knowledge or reason to believe that either party is unable to comply with the provisions of this Addendum.

8. NO GUARANTEE OF OUTCOME OR RESULTS

You are retaining True People Check for its level of expertise, dedication, and time devoted towards your particular matter, rather than a particular outcome or result. You understand that True People Check will do everything legally within their means to achieve your desired outcome. However, True People Check does not make any representations regarding our ability to achieve your desired outcome and cannot guarantee what may or may not be retrieved on your digital devices because every case is inherently unique and it is impossible to foresee all potential impediments during the rendering of services.

9. DISCLAIMER AS TO LEGAL ADVICE AND ACCURACY OF INFORMATION

The information on this Site is for informational purposes only, and is not legal advice or a substitute for legal counsel. The information may or may not reflect the most current legal developments; accordingly, information on the Site is not promised or guaranteed to be correct or complete, and should not be relied upon as such. As legal advice must be tailored to the specific circumstances of

each case, nothing provided on the Site should be used as a substitute for advice of competent counsel.

10. COMPLIANCE WITH THE LEGAL FRAMEWORK

You hereby agree to comply with all applicable laws, including, but not limited to:

The federal laws, to the extent applicable, including but not limited to, Fair Credit Reporting Act (“FCRA”), the Americans With Disabilities Act (“ADA”), and the Drivers Privacy Protection Act (“DPPA”);

10.1 applicable state laws including but not limited to any legal requirements for the applicable specific state forms, certificates or documents; and

10.2 the amendments to such statutory rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations ((i), (ii), and (iii) collectively referenced herein as “The Laws”). You will comply with all such obligations, and will be responsible for your own regulatory compliance and staying current with all The Laws. You have a copy of and understand the Federal Trade Commission’s “Notice to Users of Consumer Reports: Obligations of Users under the FCRA” and Chapter Nine of Technical Assistance Manual (I) for the ADA

10.3 you shall not hold True People Check responsible for any information or opinions regarding the Laws. True People Check disclaims any information it may give to users regarding the Laws, and Customer shall use the information at its own risk. Information provided by True People Check does not replace or waive user’s compliance obligations under The Laws or this Agreement. User acknowledges and agrees that it should obtain such legal or compliance information or any other advice regarding The Laws from its own counsel. User hereby certifies and with each order of True People Check Services continues to certify that it has filed all applicable state forms required by The Laws and complies with The Laws, and will use the True People Check Services in compliance with The Laws and this Agreement.

You may be issued certain passwords in connection with the True People Check Services and shall be responsible for maintaining their confidentiality and security, and for all activities conducted under your account, including, but not limited to, all fees associated therewith.

11. ABOUT OUR SERVICES

True People Check is a provider of social media investigation services to detect fraud with insurance claims. We DO NOT conduct social media investigations for screening or employment. Our goal is to devise a plan to resolve your issues and concerns thoroughly and efficiently utilizing these services.

Depending on the nature of your request and particular circumstances, True People Check can perform a number of services geared towards achieving your desired outcome. A brief synopsis of our services is provided below but this list is not meant to be exhaustive and any questions can be resolved by searching the website content.

12. INDEMNIFICATION

To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless True People Check and its affiliates from and against all claims arising from or in any way related to your use of the Site, any violation by you of these Terms and Conditions, or any other actions connected with your use of the Site, including but not limited to any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorney's fees. True People Check will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section.

13. TERM AND TERMINATION

These Terms of Conditions will take effect at the time you begin using the Site. True People Check reserves the right, with or without notice, at any time and for any reason to deny you access to the Site or to any portion thereof, and to terminate these Terms. These terms will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms and Conditions at any time by ceasing to use True People Check, but all applicable provisions of these Terms will survive such termination. Upon termination, you must destroy all copies of any portion of the Site, including any True People Check Content, in your possession.

14. WARRANTIES DISCLAIMED

The website and true people check content are provided "as is" and "as available." Neither true people check, its affiliates, subsidiaries, employees, officers, members, or trustees nor any of its agents, representatives, suppliers, advertisers, contractors, promotional partners, or licensors (collectively "true

people check parties") provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) the site content is complete, accurate, reliable or non-infringing; (ii) access to the site will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the site will meet your expectations; or (iv) company content will remain unchanged or accessible on the site. All warranties express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property.

15. DISPUTE RESOLUTION

The parties agree that any dispute or claim arising out of this Agreement shall be finally settled by binding arbitration under the Streamlined Arbitration Rules of JAMS, as modified herein. The arbitration hearing shall take place in the Eastern District of New York. A single arbitrator will be chosen according to JAM's Streamlined Arbitration Rules within forty-five (45) days of submission of the matter to arbitration. If the parties cannot agree on one arbitrator, JAMS shall appoint the arbitrator. The arbitrator shall conduct the arbitration in accordance with the Florida Rules of Civil Procedure. No discovery of any kind shall be taken by either party without the written consent of the other party, provided, however, that either party may seek the arbitrator's permission to take any deposition which is necessary to preserve the testimony of a witness who either is, or may become, outside the subpoena power of the arbitrator or otherwise unavailable to testify at the arbitration. The arbitrator shall have the power to grant any remedy or relief that the arbitrator deems just and equitable, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Florida or any other applicable law. To the extent possible, the arbitration hearings and award will be maintained in confidence. The fees and disbursements of the arbitrator shall be borne equally by the parties, with the prevailing party receiving as part of its award the expenses for counsel and other out-of-pocket costs, including those associated with mediation. The arbitration award may be enforced in any court having jurisdiction over the parties and the subject matter of the arbitration.

A). Prior to the appointment of the arbitrator, and within twenty (20) days from the date of commencement of the arbitration, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or

written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation is pending.

B). Notwithstanding the foregoing, either party may apply to any court having jurisdiction over the parties and the subject matter of the dispute for a temporary restraining order and/or preliminary injunction to enjoin the other party from misappropriating, or infringing, any intellectual property right of the moving party, or to enforce the termination or confidentiality provisions of this Agreement or any arbitration award, and the parties consent to the jurisdiction of the state and federal courts located in the Southern District of New York.

16. LIMITATION OF LIABILITY

Use of the internet and the site is solely at your risk and is subject to, without limitation, all applicable local, state, national and international laws and regulations. True People Check shall not be liable, and disclaims and limits any liability, for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use the site; (ii) from any interruption in the availability of the site; (iii) from any loss of data and/or from any equipment failure.

17. EXCLUSIONS PERMITTED BY LAW

If there some jurisdictions that do not allow the exclusion or limitation of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied

terms, or incidental or consequential damages, only the above limitations which are lawful in your jurisdiction will apply to you and company's liability will be limited to the fullest extent permitted by law.

18. WAIVER AND SEVERABILITY

The failure of True People Check to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

20. ADDRESS

104 West 40th Street, Suite 500 New York New York 10018