

AUDITTOLL TERMS OF USE

Last Modified on 29 April 2020

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

Welcome to the audittoll.io website (the “**Site**”). Your access and use of the Site and of features, software, products and services provided by VeriToll, LLC (the “**Company**,” “**we**,” “**us**,” or “**our**”) through the Site, but excluding any software, products or services provided by the Company under a separate written agreement, (individually and collectively, the “**Service**”) is subject to the terms and conditions in this Terms of Use (this “**ToU**”).

You must agree to this ToU in order to use the Site and/or the Service. If you use the Site and/or the Service, or click to accept or agree to this ToU if presented to you in a user interface for the Service, we will understand this as your acceptance of this ToU and your agreement to all of its terms and conditions. By accepting this ToU or using the Site and/or the Service, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. If you do not accept this ToU, then you may not use the Site or the Service. If you are using the Site or the Service on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such other entity to this ToU. If you do not have such authority, then you may not use the Site or the Service on behalf of your employer and you must discontinue all use of the Site and the Service immediately.

1. **ToU Updates**. The Company may update this ToU at any time and the Company will post the updated version of this ToU on the Site. You understand and agree that you will be deemed to have accepted the updated ToU if you use the Site or the Service after the updated ToU is posted on the Site. If at any point you do not agree to any portion of the ToU then in effect, you must immediately stop using the Site and the Service.
2. **Provision of the Service**. You are responsible for any Internet connection and telecommunications fees and charges that you incur when accessing the Service. You acknowledge and agree that the Company may make changes to the Site and/or the Service at any time without notifying you in advance.
3. **Termination of Service**. The Company reserves the right to deny service to any person or entity at the Company’s sole and absolute discretion. You acknowledge and agree that the Company may stop providing the Site and/or the Service or restrict your use of the Site and/or the Service any time, without notifying you in advance, for any reason or no reason including, without limitation, for any violation of this ToU and/or if the Company suspects that you have used any aspect of the Service to conduct any fraudulent or illegal activity. If the Company disables your access to your account, you may be prevented from accessing the Service, your account details or any materials contained in your account.
4. **Accounts and Security**.

4.1. **Account**. To access certain aspects of the Service, you must have an account. You can create an account by completing the registration process. You may be required to provide information about yourself as part of the registration process or your continued use of the Service. You agree that any registration information that you submit to the Company will be correct, accurate and up to date.

4.2. **Fees**. You agree to pay all fees, charges and applicable taxes incurred by you or anyone using your account. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. The Company may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting an update of this ToU or elsewhere on the Site. If there is a dispute regarding your payment of fees, or the Service, the Company shall have the right to terminate your account without prior notice. **YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES ARE NON-REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.**

4.3. **Account Security**. Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of the account password. You agree to notify the Company immediately if you become aware of any unauthorized use of your password or of your account.

4.4. **Account Sharing or Transfers**. Accounts are registered to you personally and may not be sold, traded, gifted or otherwise transferred at any time under any circumstances. You may not share your account. You may not disclose your password to anyone else.

4.5. Cancellation by You. You have the right to cancel your account at any time. You may cancel your account by notifying the Company by email at audittoll.support@veritoll.io or by following the instructions on the Site for closing your account.

4.6. Termination by the Company. The Company may at any time terminate your account if:

a. The Company determines that you are (a) in breach of or otherwise acting inconsistently with this ToU or (b) engaging in fraudulent or illegal activities or other conduct that may result in liability to the Company;

b. The Company determines it is required by law to terminate your account; or

c. The Company decides to stop providing the Service or critical portions of the Service in the country where you reside, access the Site or use the Service or the Company determines that it is no longer in its business interests to continue providing the Service or critical portions of the Service.

4.7. Effect of Account Termination or Cancellation. If you voluntarily terminate an account or allow that account to lapse, you will be able to reactivate that account at any time through the account interface on the Site. Accounts terminated by the Company for any type of abuse, including without limitation a violation of this ToU, may not be reactivated for any reason.

5. Restrictions and Conditions of Use.

5.1. Use of the Site. The Company permits you to view and use a single copy of the Site solely for your personal, non-commercial use. You agree not to license, create derivative works from, transfer, sell or re-sell any information, materials, data or services obtained from the Site or through the Service.

5.2. Accessing the Service. You agree not to access, or attempt to access, the Service by any means other than through the user interface provided through the Site or any mobile application provided by the Company. You specifically agree not to access, or attempt to access, the Service through any automated means (including, without limitation, through the use of scripts, bots, spiders or web crawlers) and you agree to comply with the instructions contained in any robots.txt file present on the Site or the Service.

5.3. No Violation of Laws. You agree that you will not, in connection with your use of the Site or the Service, violate any applicable law, ordinance, rule, regulation or treaty.

5.4. Use Restrictions. You may not connect to or use the Site or the Service in any way that is not expressly permitted by this ToU.

a. You may not: (a) remove any proprietary notices from the Service or any copy of software provided to you by the Company (“**Software**”); (b) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service or any Software; (c) sell, assign, rent, lease, act as a service bureau, or grant rights in the Service or any Software, including, without limitation, through sublicense, to any other person or entity without the prior written consent of the Company; or (d) make any false, misleading or deceptive statement or representation regarding the Company and/or the Site or the Service.

b. Without limiting the foregoing, you agree that you will not: (i) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Site and/or the Service (or any servers, systems or networks connected to the Site or the Service) or otherwise attempt to obstruct, disrupt or interfere with the operation of the Site and/or the Service or any other person’s or entity’s use of the Site and/or the Service (or any servers, systems or networks connected to the Site or the Service); (ii) attempt to gain unauthorized access to the Site, Service, accounts registered to other users, or any servers, systems or networks connected to the Site and/or the Service, (iii) use the Site or the Service for any commercial purpose or the benefit of any third party, or charge any person, or receive any compensation for, the use of the Site or the Service, unless you are specifically authorized to do so in a separate written agreement with the Company; (iv) use the Site or the Service to (y) develop, generate, transmit or store information that is defamatory, harmful, abusive, obscene or hateful; or (z) perform any unsolicited commercial communication not permitted by applicable law; or (v) engage in any activity that (A) constitutes harassment or a violation of privacy or threatens other people or groups of people; (B) is harmful to children in any manner; (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person’s identity (whether a real identity or online nickname or alias); or (D) violates any applicable law, ordinance, rule, regulation or treaty.

5.5. No Data Mining or Harmful Code. You agree that you will not (a) obtain or attempt to obtain any information from the Service, including without limitation email addresses or phone numbers of other account holders or other software data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Site or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (c) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan-horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Site or the Service.

5.6. Violation of this ToU. You acknowledge and agree that you are solely responsible, and the Company has no responsibility or liability to you or any other person or entity, for any breach by you of this ToU or for the consequences of any such breach.

6. **Links.**

6.1. Links from the Site. The Site may contain links to websites operated by other parties. The Company provides these links to other websites as a convenience, and use of these websites is at your own risk. The linked websites are not under the control of the Company, and the Company is not responsible for the content available on the other websites. Such links do not imply the Company's endorsement of information or material on any other website and the Company disclaims all liability with regard to your access to and use of such linked websites.

6.2. Links to the Site. Unless otherwise set forth in a written agreement between you and the Company, you must adhere to the Company's linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with the Company's names and trademarks, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with the Company, and (iii) when selected by a user, the link must display the Site on full-screen and not within a "frame" on the linking Site. The Company reserves the right to revoke its consent to the link at any time and in its sole discretion.

7. **Intellectual Property.**

7.1. Trademarks. The Company logo is a trademark/service mark of the Company. Unless permitted in a separate written agreement with the Company, you do not have the right to use any of the Company's trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

7.2. Ownership. You acknowledge and agree that the Company owns all right, title and interest in and to the Site and the Service, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Site and the Service are protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that the Company has designated as confidential and you agree not to disclose such information without the Company's prior written consent.

8. **Privacy Policy.** By accepting this ToU or using the Site and/or the Service, you represent that you have read and consent to our Privacy Policy in addition to this ToU. The Company may revise the Privacy Policy at any time and the new versions will be posted on the Site. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Site and the Service.
9. **Location.** The Site and the Service are operated by the Company in the United States. If you choose to access the Site and/or the Service from a location outside of the United States, you do so on your own initiative and you are responsible for compliance with applicable local laws.
10. **Children.** The Site and the Service are not directed toward children under 13 years of age nor does the Company knowingly collect information from children under 13 or allow them to create an account or access account features. If you are under 13, please do not submit any personal information about yourself to the Company.
11. **DISCLAIMER OF WARRANTIES.**

11.1. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND

“AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS INCLUDING, WITHOUT LIMITATION, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11.3. THE COMPANY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY MATERIALS, INFORMATION OR DATA AVAILABLE THROUGH, OR THE PERFORMANCE OF, THE SITE OR THE SERVICE.

11.4. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (a) YOU WILL BE ABLE TO ACCESS OR USE THE SITE AND/OR THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; (b) THAT OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) YOUR USE OF THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS; (d) DEFECTS IN THE OPERATION OF THE SITE OR THE SERVICE WILL BE CORRECTED; OR (e) THE SITE OR THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11.5. YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICE IS AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE OR ANY LOSS OF DATA RESULTING FROM DOWNLOADING OR OBTAINING SUCH MATERIAL.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

12. **LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY.**

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE “**RELATED PARTIES**”) SHALL NOT BE LIABLE TO YOU, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR:

a. ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, USE, DATA OR GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE AND/OR THE SERVICE, EVEN IF THE COMPANY AND/OR THE RELATED PARTIES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES;

b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;
OR

c. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE ANY MATERIALS, INFORMATION OR DATA MAINTAINED BY OR THROUGH YOUR USE OF THE SITE OR THE SERVICE.

12.2. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE LIABILITY OF THE COMPANY OR ANY OF THE RELATED PARTIES EXCEED THE GREATER OF (a) ONE HUNDRED DOLLARS (\$100) AND (b) THE AMOUNT THAT YOU PAID TO US OR OUR DESIGNEES DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of the Company and the Related Parties shall be limited to the fullest extent permitted by law.

13. **Indemnification**. You agree to indemnify, defend and hold the Company and the Related Parties harmless from any and all claims, demands, damages or other losses, including without limitation reasonable attorneys’ fees, resulting from or arising out of (i) your use of the Site and/or the Service or (ii) your breach of this ToU or

any other policies that the Company may issue for the Site and/or the Service from time to time.

14. **Governing Law; Jurisdiction.** This ToU is governed by California law, without regard to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You and the Company agree that the state and federal courts located in the County of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to this ToU or your use of the Site or the Service and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, the Company shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction. If either you or the Company commences a lawsuit for a dispute arising under this ToU or relating to the Site or the Service, all of the issues in such action, whether of fact or law, shall be submitted to general judicial reference pursuant to California Code of Civil Procedure sections 638 and 641 through 645.1 or any successor statutes thereto.

15. **Binding Arbitration.**

15.1. Arbitration Procedures. You and the Company agree that, except as provided in Section 15.4 below, all disputes, controversies and claims related to this ToU (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in this ToU. In the event of a conflict between the terms set forth in this Section 15 and the JAMS Rules, the terms in this Section 15 will control and prevail.

Except as otherwise set forth in Section 15.4, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and the Company will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this ToU, (a) you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND THE COMPANY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

15.2. Location. The arbitration will take place in your hometown area if you so notify the Company in your notice of arbitration or within ten (10) days following receipt of the Company’s arbitration notice. In the absence of a notice to conduct the arbitration in your hometown area, the arbitration will be conducted in Los Angeles, California, unless the parties agree to video, phone and/or internet connection appearances.

15.3. Limitations. You and the Company agree that any arbitration shall be limited to the Claim between the Company and you individually. YOU AND THE COMPANY AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

15.4. Exceptions to Arbitration. You and the Company agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Claim seeking to enforce or protect, or concerning the validity of, any of your or the Company’s intellectual property rights; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court’s jurisdiction in lieu of arbitration.

16. **General.**

16.1. ToU Revisions. This ToU may only be revised in a writing signed by the Company, or published by

the Company on the Site.

16.2.No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this ToU or your use of the Site or the Service.

16.3.Assignment. The Company may assign its rights under this ToU to any person or entity without your consent. The rights granted to you under this ToU may not be assigned without the Company's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

16.4.Severability. If any part of this ToU is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the ToU shall be given full force and effect.

16.5.Attorneys' Fees. In the event any litigation or arbitration is brought by either party in connection with this ToU, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

16.6.No Waiver. Our failure to enforce any provision of this ToU shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by the Company of any provision, condition or requirement of this ToU shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

16.7.Notices. All notices given by you or required under this ToU shall be in writing and addressed to: VeriToll, LLC, P.O. Box 10073, Brea, California 92822 ATTN: Disputes.

16.8.Export Administration. You must comply with all export laws and regulations of the United States or any other country ("**Export Controls**") and you shall not export, direct or transfer any portion of the Site or the Service, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

16.9.U.S. Government Rights. If you are, or are entering into this ToU on behalf of, any agency or instrumentality of the United States Government, the Software is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Software are governed by the terms of this ToU.

16.10.Equitable Remedies. You acknowledge and agree that the Company would be irreparably damaged if the terms of this ToU were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this ToU, in addition to such other remedies as we may otherwise have available to us under applicable laws.

16.11.Entire Agreement. This ToU, including the documents referenced in this ToU, constitutes the entire agreement between you and the Company with respect to the Site and the Service and supersedes any and all prior agreements between you and the Company relating to the Site and/or the Service.