Applicant Terms of Use

Certn Holdings Inc., including its affiliates Certn (Canada) Inc., Certn (USA) Inc., Certn (UK) Ltd., InterCheck Global Pty Ltd., Certn (Australia) Pty Ltd., Certn (EU) s.r.o. and any other wholly owned subsidiaries ("**Certn**", "**we**", "**us**" or "**our**") collects and processes information, including personal data, for the purpose of providing background screening and verification services (the "**Services**").

By accessing and utilizing the Services, you agree to be bound by the following terms and conditions ("**Terms**").

1. **License.** Certn grants you a license to use the web or mobile application (the "**App**"), along with any Updates, documentation, and related services.

2. **Your Account.**

    a. To access the App, create an account with your name, email, and password, or use single sign-on (SSO) login. You agree to provide accurate, current, and complete information during the registration process, and to update such information as necessary to keep it accurate, current, and complete. Certn will not be responsible for any inaccuracies or third-party decisions resulting from incorrect or incomplete information submitted by you.

    b. You are responsible for maintaining the confidentiality of your account, username, and password and for restricting unauthorized access. You agree to accept responsibility for all activities that occur with your permission or authorization under your account. You agree to notify Certn immediately of any unauthorized use of your account or password, or any other breach of security.

3. **Access to Dashboard.** Certn will provide you with a dashboard that contains, among other things, requests for information, tasks to complete and a repository of completed background checks and verifications, including Verifiable Credentials, if applicable, as defined below ("**Results**"). Certn does not, and cannot, provide legal advice or other related services to you. Certn also does not guarantee that any third party you consent to share your Results with will comply with applicable local, provincial, state or federal laws, rules, regulations, and requirements ("**Applicable Laws**") in their collection or use of such Results.

4. **Verifiable Credentials.** If you use the mobile wallet feature of the App (the "**MyCertn Wallet**") to store, share, or verify personal credentials ("**Verifiable Credentials**"), the following applies:

    a. Certn does not control how third parties use data you choose to share. You are solely responsible for selecting recipients and reviewing their privacy policies before sharing.

    b. Certn and any credential issuers do not guarantee that the MyCertn Wallet or its contents will always be accurate, complete, or error-free, or that its use will satisfy any particular legal or regulatory requirement. The MyCertn Wallet is provided for your personal use only.

    c. You may withdraw consent to share Verifiable Credentials at any time, and Certn will stop processing them. However, information already shared may continue to be used or retained by

third parties as permitted by law.

d. Certn is not responsible for verifying or monitoring third parties. Share only with trusted individuals or organizations. Additional details on how Certn processes My Certn Wallet data are available in the *MyCertn Wallet Privacy Notice*.

5. **Device Requirements.**

a. By using the App, including the MyCertn Wallet, if applicable, you agree to us collecting and using technical information about your device and related software, hardware and peripherals to improve our products and to provide the Services to you.

b. Use of the App, including the MyCertn Wallet, if applicable, may require that your device meets minimum operating requirements, including memory or operating systems. We will inform you of any minimum system requirements from time to time. If you do not meet the minimum specifications detailed for the App, you may experience limited use or be unable to use or access the MyCertn Wallet or the Services entirely.

6. **Updates to the App and the Services.**

a. From time to time we may automatically update the App and revise the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues ("**Updates**"). Alternatively, we may ask you to update the App for these reasons. Updates may modify or delete certain features and/or functionalities. You agree that Certn has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the App.

b. If you opt out of automatic Updates you may not be able to continue using the App or the Services.

c. The App may include or link to third-party services or content that Certn does not control ("**Third-Party Services**"). You use such services at your own discretion and should review their terms and privacy policies. Certn makes no warranties about third-party materials, functionality, or practices.

d. Certn does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Third-Party Services. You agree that you bear all risks associated with using or relying on Third-Party Services.

7. **Using Our Services.**

a. By using the Services and the App you agree and confirm that: (i) you will use the Services and the App in accordance with the Terms and all Applicable Laws; (ii) you are of legal age in your jurisdiction; (iii) you have the right to provide the information submitted to Certn; (iv) the information provided is true, accurate, and not misleading; (v) you are the individual the

information pertains to; and (vi) the information does not infringe any third-party legal obligations or rights, including intellectual property or privacy rights.

b. You are responsible for ensuring that you are legally permitted to order and use the Services in your jurisdiction. This includes compliance with all local laws, regulations, and eligibility requirements applicable to background or criminal history checks. Certn accepts no liability for rejected, invalid, or unlawful applications made by ineligible users, and it is solely your responsibility to confirm that your request complies with jurisdictional restrictions.

8. **Authorization for Background Check & Certain Rights Under Consumer Rights Legislation, including the FCRA.**

    a. The Services may allow you to request a copy of your background check or background reports about you. By agreeing to these Terms, you authorize Certn to obtain information from third parties, including consumer reporting agencies, for the purpose of preparing your background report. You agree that Certn has no obligation to monitor or edit the information you submit to us and that you are solely responsible for confirming the completeness and accuracy thereof.

    b. In connection with conducting background checks, Certn may collect certain data including, without limitation, DMV records, criminal records, and other publicly available information. Certn shall treat such data in accordance with our Privacy Policy.

    c. If you are a U.S. resident, Certn is a consumer reporting agency under the Fair Credit Reporting Act ("**FCRA**") and will provide you with the following statutory notices as required under the FCRA: (i) Summary of Your Rights Under the Fair Credit Reporting Act and (ii) Remedying the Effects of Identity Theft. These notices explain your rights regarding consumer reports and identity theft remedies.

    d. You acknowledge that these notices are made available to you for your review and reference.

    e. Nothing in these Terms shall impact your right to access certain information in your file by contacting us, or to notify us and request that we investigate information in your background check that you believe is inaccurate or incomplete.

9. **Fees**

    a. This Section 9 applies only when you are directly ordering and paying for the Services. If a third party (such as an employer, property manager, or other organization) is ordering and paying for your Results, the fee and refund provisions in this Section do not apply to you.

    b. In connection with your use of the Services, Certn may charge certain fees ("**Fees**") when you order a background report. Fees shall be payable in advance by credit card. You agree to pay all applicable Fees or charges based on the terms then in effect.

c. Once the Services have been initiated, Fees are generally nonrefundable, as the processing of background checks typically begins immediately upon submission. However, if the Services cannot be completed for reasons not attributable to you, or if required by applicable law, Certn may provide a refund or credit for the affected portion of the Fees. Refund determinations will be made in Certn's reasonable discretion, consistent with applicable consumer protection legislation.

d. Payment processing services are provided by our third-party payment processor and are subject to that processor's terms and conditions.

10. **Your Privacy.**

    a. In accordance with applicable data protection legislation, we are required to provide you with certain information about who we are, how we process your personal information and for what purposes, and your rights in relation to your personal information and how to exercise them. This information is provided within the Certn Privacy Policy, unless you are using a specific Service to which a different privacy policy applies, which we will make available to you.

    b. By providing your personal information, you consent to Certn sharing such information with necessary third-party service providers including background check data sources, identity verification services, and payment processors required to complete the Services. These third parties shall be entitled to rely on this consent to collect information about you, solely for the purpose of fulfilling the Services.

    c. If your personal information is transferred outside your country of residence, such transfers will be made in compliance with applicable data protection laws, including through the use of Standard Contractual Clauses or other approved mechanisms.

    d. We will retain your personal information only as long as necessary to provide the Services or as required by applicable law, after which it will be securely deleted or anonymized.

11. **Access to Results.** Certn will provide you with Results as well as status updates related to the Results through the App. The Results provided will be based on information provided to Certn by third-party sources, and Certn cannot guarantee the accuracy, completeness, or timeliness of the information contained in the Results. You acknowledge and agree that Certn is not responsible for any errors, omissions, or inaccuracies within the Results.

12. **Disputes, Corrections, Deletions.** If you wish to dispute any Results, or correct any inaccuracies associated with your personal information, you can do so within the App or by emailing . You can also request access to or the deletion of any information that was previously provided to or shared by Certn. You may also request that Certn delete personal information previously provided to us, to the extent permitted by Applicable Laws.

13. **Restrictions.** You shall not use the App or Services for unlawful purposes or in ways that infringe rights, introduce malicious code, interfere with security or operations, impersonate others, or misuse support channels. You shall not copy, reverse engineer, rent, sublicense, or otherwise exploit the App or Services without Certn's written consent.

14. **Intellectual Property.**

    a. All Intellectual Property Rights (as defined below) related to the App and Services shall be owned by Certn absolutely and in their entirety. These rights include database rights, patents, copyrights, trademarks (whether registered or unregistered), trade secrets, design rights (whether registered or unregistered) know-how, mask works, moral rights, and all similar rights that may exist now or later in any jurisdiction, including without limitation any applications and registrations for the foregoing, and the Certn name, logos, designs, domain names, graphics, icons, scripts, service marks, features, functions, text, graphics, button icons, images, software, data compilations and other distinctive brand features, and the compilation and organization thereof ("**Intellectual Property Rights**").

    b. Subject to these Terms, Certn grants you a worldwide, limited, revocable, non-exclusive license to access and use the App and the Services as they are provided to you by Certn for your personal, non-commercial use only. The license is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Certn's prior written permission, which it may withhold in its sole discretion. You do not acquire any ownership or other intellectual property rights in the App or the Services beyond this limited right of use. Violation of any provision of this license may result in immediate termination of the license, in Certn's sole discretion.

15. **Responsibilities.**

    a. The App and Services are for general information and background-screening purposes and are not legal, tax, or financial advice. Certn and its providers are not responsible for decisions made based on the Services. The Services are provided "as is" and "as available." Certn and its providers disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, accuracy, and non-infringement. Nothing in these Terms excludes or limits rights or remedies conferred by applicable consumer protection law.

    b. TO THE FULLEST EXTENT PERMITTED BY LAW, CERTN, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, GOODWILL, DATA, OR USE) ARISING FROM OR RELATED TO YOUR USE OF THE APP OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTN'S TOTAL LIABILITY TO YOU

FOR ANY CLAIM RELATING TO THE APP OR SERVICES WILL NOT EXCEED CAD $1,000.

c. To the extent permitted by law, we are not responsible for delays, delivery failures, or other loss or damage resulting from the transmission of data over communications networks, including the internet. You acknowledge that using the internet, mobile networks, and other communications media involves risks, such as viruses, data security issues, piracy, service availability, and data transmission reliability. If our provision of the Services or support for the MyCertn Wallet is delayed due to an event outside our control, we will inform you as soon as possible and take steps to minimize the impact of the delay.

16. **Termination**. Certn may terminate your access to the App and your Results at any time, with or without cause. For terminations without cause, Certn will provide reasonable advance notice where operationally feasible, except in cases involving security concerns or legal compliance requirements. Upon termination, you agree to immediately cease using the App. If we terminate your access without cause, and you have paid fees for Services not yet performed, we will provide a prorated refund in accordance with applicable law.

17. **Electronic Transaction.** By using the Services, you consent to conduct transactions electronically. You acknowledge that electronic signatures have the same legal effect as handwritten signatures under applicable electronic signature laws. After authorizing the use of your electronic signature, you may still withdraw your consent within the App or by reaching out to support@certn.co.

18. **Governing Law.** All matters relating to the Services and your access to, and use of, the App, will be governed by the laws in the province of British Columbia and the federal laws of Canada applicable therein.

19. **Miscellaneous**.

a. Nothing contained in these Terms shall be construed as creating any employment, agency, partnership, franchise, joint venture, or other form of joint enterprise or authority to bind the other party.

b. Certn shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, pandemic, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

c. Any waiver of a provision of these Terms will only be valid if provided in writing and applies only to the specific occurrence so waived. Failure to enforce any provision will not constitute a

waiver.

d. In the event that any of the provisions in the Terms are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Terms.

e. Certn may update these Terms from time to time. Any changes will be effective upon posting on the App. It is your responsibility to review these Terms regularly.

20. **Support**. You can request support via email sent to support@certn.co.

21. **Notices and Consent to Receive Notices Electronically.** You consent to receive any agreements, notices, disclosures, and other communications (collectively, "**Notices**") to which these Terms refer electronically including without limitation by e-mail or by posting notices on the App. You agree that all Notices provided electronically satisfy any legal requirement that such communications be in writing. If you have any questions about these Terms, you can contact customer support within the App or via email at support@certn.co.

22. **SMS Terms.** If an organization that requested your background check provides Certn with your mobile number and confirms that you have consented, Certn may send you reminders about that check by SMS or WhatsApp on the organization's behalf. Reminders relate only to your pending check and contain no marketing. Message frequency varies. Message and data rates may apply. You can opt out at any time by replying STOP or UNSUBSCRIBE, by using the unsubscribe option provided, or by telling us in any other reasonable way. For help, reply HELP or contact support@certn.co. We do not sell or share your SMS opt-in data or personal information with third parties for marketing purposes. For more information, see our Privacy Policy.