

CREDIVERA TERMS AND CONDITIONS

For the purposes of these Terms and Conditions (the "**Terms**"), "**we**", "**our**", "**us**", "**TerraHub**" or "**Credivera**" means TerraHub Technologies Inc., doing business as Credivera, with offices at 2550 – 700 2 ST SW, Calgary Alberta T2P 2W2.

1. **OVERVIEW**

- 1.1 These Terms and Conditions (the "**Terms**") govern your access to and use of the Credivera platform, products, applications, infrastructure, and services (collectively, the "**Services**"), provided by TerraHub Technologies Inc., doing business as Credivera ("**Credivera**," "**we**," "**us**," or "**our**").
- 1.2 By accessing, installing, registering for, or using any Credivera Service, including the Credivera Website, Exchange, Wallet, Verification Services, Access Services, APIs, or related infrastructure, you agree to be legally bound by these Terms. If you do not agree, you must not use the Services.
- 1.3 These Terms should be read together with the **Credivera Privacy Policy**, which is incorporated by reference and governs how we collect, use, and protect personal information.
- 1.4 **PLEASE READ ALL OF THE TERMS CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES.**

2. **ABOUT CREDIVERA AND THE SERVICES**

Credivera is a digital trust platform enabling the issuance, management, sharing, and verification of workforce credentials across regulated and commercial industries. Credivera is not a consumer reporting agency, not providing legal advice and holds no employment decision responsibility. If results are wrong/delayed/incomplete, Credivera (a) does not control source data, (b) does not warrant completeness/accuracy, (c) users must make their own decisions and comply with law, and (d) Credivera is not liable for decisions made using results.

The Services include, without limitation:

- Credivera Exchange (web-based credential platform and web wallet)
- Credivera Wallet (native iOS and Android wallet)
- Credivera Verification Services (third party provided services including: identity, education, and criminal background checks)
- Credivera Access Services (verifiable credential-based authentication)
- Verifiable Credential Infrastructure (including DID hosting, Status Lists, and Key Manager)
- APIs and developer tools
- Professional services delivered under a separate statement of work

Some Services are free, while others are offered under commercial agreements with organizations.

3. **ELIGIBILITY AND ACCOUNTS**

You represent and warrant that:

- You are at **least** 18 years of age; and
- You have the legal capacity to enter into these Terms.

If you access the Services on behalf of an organization, you represent that you have authority to bind that organization, and "you" includes both you and the organization.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

4. **GRANT OF LICENSE**



- 4.1** The Services are licensed, not sold. Subject to the restrictions set forth in Section 4.3 below, Credivera grants you a personal, revocable, non-exclusive, non-transferable, limited right to use the Services on a device owned or controlled by you, and to access and use the Services on such device solely for your personal use, strictly in accordance with the terms and conditions of these Terms, Credivera's Privacy Policy, and all applicable laws. You represent, warrant and agree that you are using the Services solely for your own personal use and not for redistribution or transfer of any kind.
- 4.2** No license is granted to you for any of the underlying software, source code or object code in the Services.
- 4.3** The content contained within the Services, such as text, graphics, images, audio, video and other material, as well as the domain names, tagline, organization and user look-and-feel (collectively, the **"Content"**), is protected by copyright, trademark and other such laws in Canada, the United States and other foreign countries, and is owned or controlled by Credivera or by third parties that have licensed their Content to Credivera. Unauthorized use of the Content may violate copyright, trademark, and other laws. Where the Services are configured to enable the download of particular Content, you may download one copy of such Content to a single device for your personal, non-commercial use only, provided that you retain all copyright and other proprietary notices contained in the original Content. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Services; (c) violate any applicable laws in connection with your access or use of the Services; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Credivera or its affiliates, partners, or suppliers; (e) use the Services in a manner that derives revenue directly from the Services, or use the Services for any other purpose for which they are not designed or intended; (f) distribute the Services to other devices not owned by you; (g) make the Services available over a network or other environment permitting access or use by multiple devices or users at the same time; (h) use the Services for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Credivera; (i) use any proprietary information, interfaces or other intellectual property of Credivera, or its affiliates, partners, or suppliers in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Services; (j) circumvent, disable or tamper with any security-related components or other protective measures applicable to the Services or your device; (k) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the Services; or (l) use the Content in a manner that suggests an association with any of our products, services or brands.
- 4.4** Any use of the Services not specifically permitted under these Terms is strictly prohibited.
- 4.5** We may deactivate or otherwise make the Services non-operational in our sole discretion, with or without notice to you, and you will not be entitled to receive any feature or content updates. Upon suspension, deactivation, expiration or termination of the Services, you must uninstall and destroy all copies of the Services and any Documentation in your possession or control. For the purposes of these Terms, **"Documentation"** means any end-user instructional or supplementary materials in human or machine readable form, but only to the extent that Credivera, in its sole discretion, makes such materials generally available for commercial distribution.
- 4.6** You are solely responsible for any User Data that is uploaded, published, displayed, linked to or otherwise made available through the Services. You agree and acknowledge the following:
- (a)** that Credivera may act as a data controller, data processor, or technical intermediary for your communication and interaction with organizations;
 - (b)** Credivera takes no responsibility and assumes no liability for any User Data transmitted over the Services. You understand and agree that any loss or damage of any kind that occurs as a result of the transmission and/or use of any User Data made available or accessed through your use of the Services is solely your responsibility;
 - (c)** that Credivera is not responsible, or liable to any third party, for the content or accuracy of any User Data, including but not limited to inaccurate, offensive, indecent, or objectionable User Data; and
 - (d)** Credivera shall not be liable for any damages alleged to have incurred as a result of such User Data.
 - (e)** Credivera does not claim ownership over User Data.

For purposes of these Terms, "**User Data**" consists of all electronic data or information, including any electronic documents you or an organization may submit and incorporate into the Services.

5. **PLATFORM ROLES**

Depending on the Service:

- Credivera may act as a **data controller, data processor, or technical intermediary**;
- For Exchange customers, credential data may be stored on Credivera infrastructure on behalf of the licensing organization;
- For the native Credivera Wallet, credential data is stored locally on the user's device and is not accessible to Credivera unless the user initiates sharing.

Credivera processes User Data only as necessary to provide the Services and in accordance with the Privacy Policy and applicable data processing agreements.

6. **THIRD-PARTY SOFTWARE & SERVICES**

- 6.1 Certain Services rely on third-party providers, including identity verification, education verification, criminal background check providers, hosting providers, and analytics tools.
- 6.2 The Services may include third-party features and functions including access through a third-party's API or may allow you to access content on a third-party website. Such features, functions or content may be subject to third-party terms and conditions and privacy policies and governed by third-party terms. Credivera holds no liability for third party services, content or APIs. You acknowledge sole responsibility for and assume all risk arising from, use of any third-party resources. Some Services provide a platform that facilitates digital identification verification, which may include document verification and facial recognition technologies, including technologies and services from our vendor Incode. Please see the Incode [Terms of Use](#) and [Privacy Policy](#), which you shall be subject separate from Credivera's Terms.

7. **REPRESENTATIONS AND RESPONSIBILITIES**

- 7.1 Credivera will:
- (a) perform the services described herein in a good and workmanlike manner, in accordance with the standards of care and diligence normally practiced by similar firms performing services and providing technology of a similar nature;
 - (b) take commercially reasonable measures to keep the Services secure; and
 - (c) retain all such rights and interests in and to the Services as are necessary and sufficient to provide the intended purpose.
- 7.2 You acknowledge that, as with all systems that permit messaging, document exchange, file upload or transmission, there is a risk that you may send or receive a message, or upload or transmit a file, that contains Harmful Components, and that Harmful Components may cause damage to your Device, systems or electronic files, and may spread and may cause damage to other persons' Device, systems or electronic files. Credivera will take reasonable measures to guard against Harmful Components, but Credivera shall not be responsible or liable for any damages (financial or otherwise) caused to you by any Harmful Components. For the purposes of these Terms, "**Harmful Components**" means any software including but not limited to viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents; used to disrupt operations, gather sensitive information, gain access to private computer systems of inject spam, but does not include software that causes unintentional harm due to some deficiency.

8. **INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY**

- 8.1 We own and retain all right, title and interest in and to all aspects of the Services including the underlying software(s) that operates the Services, the graphical design and "look and feel" of the Services and its user interface, code libraries, data exchange systems, and all modifications, customizations and additions thereto, and all work product created by or for Credivera in association with the Services, and all Intellectual Property Rights in the foregoing. For purposes of these Terms, "**Intellectual Property Rights**" means patent rights



(including, patent disclosures and patent divisions, continuations, continuations-in-part, reissues, re-examinations, and extensions thereof), copyright rights, and other rights in works of authorship (including registered and unregistered copyrights and unpublished works of authorship), mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence in the Services, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

- 8.2** You acknowledge Credivera's ownership and Intellectual Property Rights and will not take any action to jeopardize, limit or interfere in any manner with Credivera's ownership and rights with respect to the Services and the Intellectual Property Rights. You agree that nothing contained in these Terms shall be construed to restrict any of Credivera's rights of use of the same technologies, algorithms, methods, programming languages, interfaces and software architectural solutions for further work.
- 8.3** You may download the Documentation to the extent necessary to use the Services for the purposes of these Terms, but you may not otherwise copy, reproduce, republish, post, transmit, display, perform, distribute, modify or create derivative works from the Documentation without Credivera's prior written approval.
- 8.4** Credivera does not own the User Data input or transmitted using the Services. Credivera may manipulate, format, display, transmit to third parties and otherwise use the User Data as necessary to perform its obligations under these Terms and to develop, maintain and improve the Services. Credivera acknowledges that the User Data may contain confidential information, and Credivera agrees not to disclose the User Data, or permit the User Data to be disclosed, except as permitted by these Terms or as otherwise permitted or requested by you. Credivera will maintain the confidentiality of all User Data, and agrees to delete or destroy same upon final termination of these Terms.
- 8.5** There may be technological measures in our software designed to prevent unlicensed, unauthorized, or illegal use of the software. This includes by way of example, technology that limits the number of times you can install or uninstall the software or from where you are able to use or access the Services.
- 8.6** Credivera agrees to comply at all times with applicable privacy laws. For additional information please see the Credivera Privacy Policy at <https://legal.credivera.com/privacy.pdf>, which describes how we collect, use, process, and protect data from you and your Device when using and accessing the Services.

9. APPLE APP STORE

- 9.1** This Section only applies to any App acquired from the Apple App Store or used on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the Credivera Wallet to conform to any applicable warranty, you may notify Apple, and Apple may refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Credivera Wallet. Apple is not responsible for addressing any claims by you or any third party relating to the Credivera Wallet or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that your possession and use of the Credivera Wallet infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Credivera Wallet.

10. GOOGLE APP STORE

- 10.1** For any app downloaded from Google Play Store, the license granted by Section 4.1 of these Terms is in lieu of any rights to use a solution that would otherwise be granted by the default terms for applications downloaded from the Google Play Store.

11. INDEMNIFICATION



- 11.1** You shall indemnify, defend and hold harmless Credivera, its affiliates, licensors, and partners, and all of their employees, directors, officers, volunteers, agents, representatives, successors and assigns from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including fees for lawyers and other professional advisors on a full indemnity basis) arising out of or in connection with the following: (a) your breach of the Terms; (b) your violation of applicable laws; (c) your negligent acts or omissions or willful misconduct; or (d) your violation of the rights of a third party; (e) user-provided content/credentials, (f) misuse of verification outputs, (g) claims arising from user's relationships with third parties, (h) any instructions/data the user provides that causes harm.
- 11.2** You will promptly notify Credivera in writing of any third-party claim arising out of or in connection with your access to or use of the Services.

12. DISCLAIMER OF WARRANTIES

- 12.1** You acknowledge and agree that the Services, including all content contained therein, and the services are provided on an "as is" and "as available" basis, and that your use of or reliance upon the Services is at your sole risk and discretion.
- 12.2** Credivera, its affiliates, licensors, and partners make no warranty that: (a) the Services will meet your requirements; (b) the Services will be uninterrupted, accurate, reliable, timely, secure, free from viruses or other harmful components or error-free; or (c) any errors in the Services will be corrected.
- 12.3** You acknowledge that neither Credivera, nor its affiliates, licensors, and suppliers have any obligation to correct any errors or otherwise support or maintain the Services.
- 12.4** Credivera shall not be liable or responsible for any User Data, nor be liable to you or any third party for any claims or damages whatsoever in connection with the User Data.
- 12.5** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, CREDIVERA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT THE SERVICES THAT MAY BE UTILIZED AS PART OF THESE TERMS OR OTHERWISE, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CREDIVERA SPECIFICALLY DISCLAIMS ANY COLLATERAL WARRANTIES AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CREDIVERA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR ERRORS OR THAT THE SERVICES ARE DESIGNED TO MEET YOUR BUSINESS REQUIREMENTS.

13. LIMITATION OF LIABILITY

- 13.1** Your use of the Services is at your own risk. If you are dissatisfied with these Terms, your sole remedy is to discontinue use of the Services.
- 13.2** Under no circumstances shall Credivera, nor its directors, officers, employees or agents shall be liable for any event(s), condition(s) or circumstance(s) that: (a) prevents, delays or restricts, in whole or in substantial part, the performance by Credivera of some or all of its obligations hereunder; and (b) are beyond the reasonable control of Credivera, including, for example, any acts or omissions of a telecommunications carrier whose facilities are used to establish the necessary connections for Credivera to provide the Services, or any suppliers of hosting, communication, software platforms or other components of the Services. Any liability on the part of Credivera under these Terms or otherwise, for any cause of action whatsoever, regardless of the form of action (including breach of contract, tort or any other legal or equitable theory), shall be limited to actual direct damages in an amount not to exceed \$500.
- 13.3** EXCEPT TO THE EXTENT PROHIBITED BY LAW, AND IN ADDITION TO THE RIGHTS OF CREDIVERA SET OUT ELSEWHERE IN THE TERMS, IN NO EVENT WILL CREDIVERA, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ANY THIRD PARTIES MENTIONED ON THE SERVICES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE DISTRIBUTION, USE OR INABILITY TO USE OR ACCESS THE SERVICES, AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT

CREDIVERA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW.

- 13.4** Neither Credivera or its directors, officers, employees or agents shall be responsible or liable for the content or production of any content created during or as a result of the provision of the Services.

14. GENERAL PROVISIONS

- 14.1 Feedback.** When you give us any feedback, reviews, suggestions, comments, or ideas ("**Feedback**") that relate to the Services, you are granting us the free, irrevocable, worldwide right and license to use such Feedback for any purpose whatsoever to the maximum extent permitted by applicable law, including the creation of derivative works from such Feedback, which shall be owned by Credivera. No compensation will be paid with respect to the use of your submission. Credivera is under no obligation to post, use, or keep any submission you may provide, and we may remove any submission at any time in our sole discretion.
- 14.2 Changes to the Services.** We may change or discontinue the Services, in whole or in part, at any time, with or without notice to you. We also reserve the right to define eligibility criteria for the Services and make changes to those criteria at any time.
- 14.3 Suspension or Termination.** We may discontinue, suspend, or terminate the Services or your access to or use of the Services at any time for any or no reason, including if you breach any material terms of these Terms. Upon discontinuation, suspension or termination of the Services, you must uninstall and destroy all copies of the Services and any Documentation in your possession or control.
- 14.4 Notice of Changes to the Terms and Conditions.** We may update or modify the Terms from time to time, including any referenced policies, at our sole discretion. It is important that you review the Terms whenever we update it, or you use the Services. If you continue to use the Services after we have posted an updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore.
- 14.5 Survival.** Sections 5, 8, 9, 10, 11.1, 11.5, 11.10 and 11.11 and all provisions that by their nature should survive, shall survive termination of these Terms.
- 14.6 Severability.** If any provision of the Terms is held to be invalid or unenforceable with respect to a party, the remainder of the Terms, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of the Terms shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under the Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.
- 14.8 Third Party Beneficiaries.** Except as explicitly provided in the Terms, nothing contained herein is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.
- 14.9 Notice.** Any notices or other communications provided by us under these Terms will be given: (i) via email; or (ii) by posting to the Services. Any such notice is received by you on the date the notice was either transmitted or posted.
- 14.10 Governing Law and Venue.** The Terms shall be deemed to have been made in the Province of Alberta and shall accordingly be governed by and construed in accordance with the laws in the Province of Alberta, excluding its conflicts of law principles. The courts located in the Province of Alberta shall have the non-exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Terms, and you hereby consent to the non-exclusive jurisdiction of such courts.
- 14.11 Dispute Resolution.** Except for the right of either party to apply to a court of competent jurisdiction for interim or interlocutory relief or other provisional remedy to prevent irreparable harm pending final determination or to pursue a claim for infringement of any intellectual property right, in the event of any dispute or controversy between the parties arising out of or relating to the Terms (each, a "**Dispute**"), the



parties shall first attempt to resolve any such dispute or controversy by way of good faith negotiations between the parties. In the event that any such dispute or controversy cannot be resolved within thirty (30) days of the commencement of negotiations between the parties, the parties shall be entitled to seek all remedies available to it by law or equity to resolve such dispute.

- 14.12 Acknowledgement.** You acknowledge that you have been given the opportunity to obtain independent legal advice and have either obtained such advice or waived the need for such advice. You hereby voluntarily accept the Terms.
- 14.13 Entire Agreement.** The Terms constitute the entire agreement with respect to the use of the Services licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.