

ULTRAPASS IDENTITY CORPORATION TERMS OF SERVICE

Version 2.0 — January 22, 2024

Welcome to UltraPass ID's Service Agreement. Regardless of what brought you here, we hope you find what you're looking for. We've done our best to make our terms reasonable, complete, readable, and understandable, but you may still have additional questions or clarifications. If so, feel free to contact us using one of the methods below:

- Submit a contact form [here](#)
- Email us at: contact@ultrapassid.com
- Snail mail at: Unit 10-1 Fort Legend Tower, 3rd Ave. cor 31st St. BGC Taguig City, Metro Manila, Philippines 1632

By way of introduction, UltraPass ID is a high-technology company building solutions to increase trust online. Our mission is simplify the citizen experience. Our primary business is building identity technology products for organizations and their stakeholders to share and manage authentic data. Learn more about us at our website: www.ultrapassid.com

This is our Service Agreement. As a courtesy to you, on the left side, we've done our best to translate the legalese into a "plain English" format. You should know, however, that the language on the right is the legally binding stuff – the "plain English" is only a guide to understand the legalese. You're responsible to read and understand the legal contract.

This "Service Agreement" includes the terms provided in this document and our Service Level Agreement ("SLA") (collectively the "Documents"). This Service Agreement outlines the platform and services we're agreeing to provide and the duties, obligations, rights, and conditions for its use.

ULTRAPASS ID PLATFORM BUSINESS TERMS	
Plain English	Legally-Binding Contract
UltraPass ID provides a platform which gathers components of decentralized identity ecosystem into one online dashboard, using APIs as access points. The UltraPass ID Platform allows you to issue, verify and revoke verifiable credentials to craft your user's experience and it is your responsibility to clearly explain how your services intersect and relate with UltraPass ID's Platform and/or services.	UltraPass ID Platform Services. UltraPass ID provides the “decentralized trust” platform, delivering decentralized identity transactions within a single platform-as-a-service through the UltraPass ID application programming interfaces (“UltraPass ID API”), and related technical, business and support services, each as may be modified or updated (together, the “UltraPass ID Platform Services”). The UltraPass ID Platform Services allow you to manage your end users’ and your own experience on your platform, website, and/or application (each, an “Application”) and open and manage end user UltraPass ID accounts (“Customer Accounts”) (together, your “UltraPass ID-Enabled Services”). Any party that has created a customer account as an end user shall be referred to herein as a “Customer.” The products and/or services that you provide through your Applications, including through the UltraPass ID Enabled Services, shall be referred to herein as “Your Services.” You are obligated and required under this Agreement to clearly identify to your end users the nature of Your Services, your UltraPass ID-Enabled Services, and UltraPass ID’s role in the provision of Your Services.
You may not exceed 1,000,000 end-users unless you have another agreement with UltraPass ID. Your plan will dictate other limitations, but if none are set then 5,000 end-users is used.	Service Capacity Limits. Usage of the UltraPass ID Platform shall be limited to a maximum of 1,000,000 end-user wallets, unless otherwise specified in a separate agreement. Other platform limitations are dictated according to your subscription plan. If no such limitations are explicit, the default amount of 5,000 end-user wallets is used.
We'll do our best to make sure our service is always available. If we experience downtime, we'll credit you in proportion to the downtime.	Service Level Commitment. Company shall take commercially reasonable efforts to ensure that Downtime of the Platform is less than 0.1% per month (the “Service Level Commitment”). We will use all commercially reasonable efforts to make the Platform available to you 100% of the time. Downtime, defined as the Platform being unavailable for use as measured in continuous 5-minute increments, may occur despite our best efforts. Should the Platform be available less than 99.9% of the time, Company agrees to credit you an amount equal to 5% of total

	monthly service fees for every 0.1% of downtime beyond the 99.9% level, with a maximum monthly credit of 25% per month.
We expect you to pay for the service we provide you. We'll either automatically charge your payment method or invoice you. If payment is exceedingly late, we may revoke platform access.	Payment Terms. UltraPass ID will automatically bill your payment method on file based on the pricing you agreed to through the Platform or an order form. If we've agreed to invoice you, we will invoice you promptly when payment is due. We extend 30 day payment terms on invoices. If you believe you were invoiced incorrectly, you must contact us within 10 business days. Unpaid fees are subject to a financing charge of 1.5% per month on any outstanding balance but all expenses related to collection. Payment exceeding 30 days late may result in termination of your Platform access.
USING THE ULTRAPASS ID PLATFORM SERVICES	
Plain English	Legally-Binding Contract
UltraPass ID's Platform Services are designed for B2B or B2G use. You must open an account and follow our TOS and Privacy Policy. Failure to follow them could result in your account being limited, suspended, or terminated.	UltraPass ID Account. In order to use the UltraPass ID Platform Services, you must, open and maintain a UltraPass ID account governed by the UltraPass ID TOS and UltraPass ID Privacy Policy, as they may be updated from time to time. Your use of the UltraPass ID Platform Services may be limited if your UltraPass ID account is suspended, restricted, or otherwise terminated for violations of this Agreement, the UltraPass ID TOS or AUP.
You need to ensure basic security protocols, such as passwords, security codes, and account credentials are safeguarded and not used by unauthorized persons. If you think any of your security protocols have been breached you need to contact UltraPass ID right away.	Securing Your Account. You are solely responsible for maintaining the security of your UltraPass ID account and credentials by implementing commercially reasonable security and control protocols, such as API Credentials as defined below, passwords, verifiable credentials, cryptographic proofs, and security codes ("Account Credentials"). You are solely responsible for guaranteeing that any employees, contractors, and agents comply with any and all security requirements set out in this Agreement, as may be applicable. You are responsible for any and all activity conducted using your Account Credentials, regardless of whether you authorized such activity or not. You are required to notify UltraPass ID if you have reason to believe that your Account Credentials have been compromised.

<p>In order to use our Platform you need to provide us with information about your business. Providing us with this information is required before an account will be approved by us. You need to make sure that info about your business is accurate and up to date. We may terminate your account if you fail to follow this requirement.</p>	<p>Required Information. When you register for an account, we will require certain information about your business, including but not limited to: business name, address, phone number, email address, tax identification number, website address, business model, and any supporting documentation that we deem necessary in our reasonable discretion (such as copies of government-issued identification, licensing information, proof of financial condition, business policies, and any other business or identification documentation we deem necessary). You represent and warrant that any information that you provide to us about your business is accurate and complete and that you will keep this information up to date at all times. Failure to do so may result in termination of this Agreement by UltraPass ID</p>
<p>You must maintain your eligibility for the UltraPass ID Platform services and we may suspend or terminate service to any business that is no longer eligible.</p>	<p>Periodic Review of Business Operations. UltraPass ID reserves the right to request, and you agree to provide, information about your business, operations, funds flows, and/or integration with the UltraPass ID Platform Services. Reevaluation of your eligibility for the UltraPass ID Platform Services may be done at any time. UltraPass ID may immediately suspend or terminate any of the UltraPass ID Platform Services in the event that UltraPass ID reasonably determines, based on any of the review processes described in this Agreement, that you have become ineligible for any of the UltraPass ID Platform Services.</p>
<p>You must follow our Acceptable Use Policy found in our Terms of Service.</p>	<p>Forbidden Activities. You shall not use or attempt to use the UltraPass ID Platform Services to engage in or encourage or support any activity that violates our Acceptable Use Policy.</p>
<p>You agree to follow all laws and regulations. You agree to follow this Agreement and UltraPass ID's TOS. Finally, you agree to follow all requirements we give you for integration purposes.</p>	<p>Compliance. You represent and warrant that you will only use the UltraPass ID Platform Services for legal and legitimate purposes and that you will at all times operate your business in compliance with: (a) all applicable federal, state, and local laws, rules, regulations, and guidance, including, without limitation, those governing payment services, consumer protections, privacy, and data security (collectively, "Applicable Law"); (b) this Agreement; (c) the UltraPass ID TOS; and (d) the any and all UltraPass ID Integration Requirements.</p>
<p>We won't be left holding your bag. If you or your customers do something through our platform, you will be solely financially responsible for it even if it is resulting from fraud.</p>	<p>Obligations and Liability for End User Activity. You are solely responsible for any and all activity initiated using the UltraPass ID Platform Services, including, without limitation, any fraudulent activity. It is your responsibility to ensure your End Users are complying with our Terms of Service, Privacy Acceptable Use policies. To the extent End User data is stored by you, you are responsible for securing such data against security</p>

	<p>risks and breaches. UltraPass ID reserves the right to restrict, suspend your access to the UltraPass ID Platform Services and may even terminate this Agreement if we determine that your or your End User's activity poses an unacceptable risk to UltraPass ID or other UltraPass ID customers.</p>
<p>We can limit how and with whom you engage on our platform, but we will let you know in writing before we impose limitations.</p>	<p>Limitations. UltraPass ID reserves the right, in its sole discretion, to limit the types of transactions allowed on its platform, including, but not limited to, the number of transactions you process over a period of time, the aggregate dollar value of one or more transactions, or industries with which you can do business on the UltraPass ID Platform Services. We will notify you about these limitations in writing prior to them being imposed. Nothing in this provision will be deemed to limit UltraPass ID's right to decline any transaction that you submit in accordance with UltraPass ID's other rights under this Agreement.</p>
<p>We will not be responsible for any taxes connected to the sale of your goods and services via our platform. You are responsible for all your own taxes. From time to time, we may be required by the IRS to provide them with reports about your selling activity. You agree to cooperate with our reporting requirements. If we ever have to pay taxes on your behalf, you agree to take full responsibility and agree to pay us for anything we may pay on your behalf.</p>	<p>Responsibility for Taxes. UltraPass ID is not responsible for the payment of any taxes, duties, levies, or tariffs related to the sale of Your Services or any related goods and services through your Application. You acknowledge that you are solely responsible for paying and collecting any applicable taxes, duties, levies, or tariffs imposed with respect to the sale of Your Services and the sale of any goods or services through your Application.</p>
<p>Both you and UltraPass ID can terminate this Agreement by giving notice at least 30 days prior to the agreement renewing. If it is terminated, you agree to immediately stop using the platform for any new transactions, work with us to finalize any pending transactions, give end users their money back and stop using any of our trademarks. We reserve the right to terminate this at any time if you fail to pay what you owe, violate any of our agreements, policies or terms of use, or pose a risk to our platform. All of your obligations to pay under this Agreement will continue to be enforceable even after termination.</p>	<p>Termination. Either party may terminate this Agreement by giving written notice at least thirty (30) days prior to the conclusion of the then-current term. Once termination is effective you agree to: (a) immediately cease using the UltraPass ID Platform Services in any way to accept any new transactions and (b) remove any UltraPass ID Marks, as defined in this Agreement from your Application(s). UltraPass ID reserves the right to terminate this Agreement in its sole discretion for (x) failure to pay any Fees or any other amounts owed under this Agreement within thirty (30) days of receiving notice from UltraPass ID that payment is owed; (y) violating this Agreement or any other applicable UltraPass ID policy, agreement, or term of service; or (z) using the UltraPass ID Platform Services in manner that poses unacceptable risk, including but not limited to financial or data security risk, to UltraPass ID and/or its third-party partners in UltraPass ID's sole discretion. You expressly acknowledge and agree that all of your obligations to pay any Fees, fines, or other amounts under this Agreement, and to appropriately disburse any Customer Account funds, shall survive the termination of this Agreement.</p>

INTEGRATION AND END USER EXPERIENCE REQUIREMENTS	
Plain English	Legally-Binding Contract
<p>In order to access our APIs, you will need access credentials, which we will provide to you. You must not share them with any unauthorized parties. If you do, we may immediately terminate access to our APIs.</p>	<p>API Security. UltraPass ID requires strict security protocols be followed in accessing the UltraPass ID API. As a result, UltraPass ID will provide you with authorization secrets which are required to interact with the API ("API Credentials"). The API Credentials are the sole property of UltraPass ID and must be kept confidential at all times. You are responsible for maintaining commercially reasonable security and control of your API Credentials. You may not sell, transfer, assign, sublicense, or disclose the API Credentials to any third party, other than to your third party service providers who need such information in order to perform services for you, if applicable. UltraPass ID may immediately revoke the API Credentials if you breach this Agreement. Notwithstanding the foregoing, from time to time, UltraPass ID Tech Support may request your API Credentials to assist you in resolving a technical support issue. Providing API Credentials to UltraPass ID Tech Support Services will not cause a breach of this Agreement.</p>
<p>You must require your End Users to sign an agreement with you that ensures that they are abiding by the same obligations and terms of service which you required to abide by. You must have protocols in place to enforce these rules. If you suspect or learn that an End User is violating laws, engaging in any deceptive or fraudulent activity or is otherwise violating the terms of this agreement or our terms of service, you must notify us immediately.</p>	<p>Agreements with End Users. You are required to have a written agreement with End Users ("Your Terms") before you can provide the UltraPass ID-Enabled Services to them. Your Terms must be presented to your end users via online disclosure, accepted electronically, or via a written agreement and be accepted in an auditable manner that complies with federal electronic signature laws as applicable. Your Terms must allow you to comply with all requirements of this Agreement and must incorporate UltraPass ID's Terms of Service, Acceptable Use and Privacy Policies, including having these terms and policies made applicable by reference in your terms with End Users. UltraPass ID has no liability to End Users for any of Your Services, including anything that may be sold through your Application. If your Application allows End Users to buy or sell goods or services, you must have a refund policy and comply with that policy. You are responsible for enforcing End Users' compliance with Your Terms. You are required to take commercially reasonable steps to prevent End User activities on the UltraPass ID-Enabled Services from violating any Applicable Law or the UltraPass ID Terms. You must immediately notify UltraPass ID if you suspect or identify any illegal, fraudulent, deceptive, or otherwise suspicious activity associated with an End User and UltraPass ID-Enabled Services.</p>

<p>You are required to record the End User's approval to allow UltraPass ID to act as your payment service provider. Before you do something for you End Users, such as gathering personal data, sharing that data with Trinic, using that data for a purpose you haven't told them about, you must get their consent in writing. If they revoke consent, you must get their written consent again.</p>	<p>End Users Authorization and Express Consent. Prior to allowing End User's personal information to be transferred, you must capture the End User's authorization. End User must provide you with their express consent before you can conduct any activity for and/or on behalf of the End User in connection with the UltraPass ID-Enabled Services, including but not limited to: (a) collecting any End User personal data; (b) sharing End User with data with UltraPass ID for the purpose of enabling the UltraPass ID-Enabled Services, including the provisioning and support of a Customer Account, if applicable, (c) using any End User personal data for a purpose not previously disclosed or for which the End User has withdrawn consent; or (d) conducting any activity for which the End User has not given you express consent or for which the End User has withdrawn consent.</p>
<p>You are responsible for notifying End Users in connection with their use of the platform. UltraPass ID will not initiate any notifications to End Users.</p>	<p>Notifying End Users. You are solely responsible for sending all necessary notifications to end users related to their use of the UltraPass ID-Enabled Services, including Customer Account and payment activity notifications, as applicable. Required Customer Account activity notifications include, but are not limited to, all notifications as may be required by state and federal laws.</p>
<p>You are responsible for disclosing various things to End Users in connection with their use of the platform.</p>	<p>Required Disclosures to End Users. You are required to provide clear and easily understood disclosures to End Users regarding their use of the UltraPass ID-Enabled Services, including, but not limited to (a) any and all information that may be retained by You; (b) any risks of using your application; (c) the payment amount(s), payment schedule, and any relevant payment terms relating to any payment to you; and (d) your cancellation and refund policies.</p>
<p>You are required to handle customer support for your customers. You are also required to have a customer support policy and make it available to customers.</p>	<p>Customer Support. UltraPass ID is not responsible for any customer support to End Users. You are solely responsible for providing customer support for Your Services to End Users and, if applicable, for any goods or services that are sold via Your Application. You are required to have and clearly disclose your customer support policy and publish your customer support contact information in an easily accessible manner within any Application through which you offer Your Services.</p>
<p>We are not responsible for End User Disputes. You are responsible for all End User Disputes, but we may opt to assist you with it in our sole discretion. Whether we try to help or not, you must provide us with any information we request relating to the dispute.</p>	<p>Dispute Resolution. UltraPass ID is not responsible to resolve and bears no liability for any dispute that may be communicated to us relating to Your Services ("End User Disputes"). You are solely responsible for resolving all End User Disputes related to Your Services. You must provide UltraPass ID with any and all requested information regarding the status of an End User Dispute. UltraPass ID has the right but no obligation to provide support to an End User that contacts UltraPass ID regarding an End User Dispute, and in such event, you must provide UltraPass ID with</p>

	<p>any information UltraPass ID reasonably requests for the purposes of assisting the end user.</p>
<p>You are required to provide correct information about your customers. It is your responsibility to ensure that it is accurate.</p>	<p>End User Data. You must provide accurate and complete End User data as required or requested by UltraPass ID for the purposes of providing you the UltraPass ID Platform Services. UltraPass ID may require additional information to enable the UltraPass ID-Enabled Services for an End User and you agree to provide such information. You must use commercially reasonable efforts to verify that any End User data that you provide to UltraPass ID is accurate and complete</p>
<p>We can refuse, limit or terminate your customer's access to the platform if we decide their activities are too risky to the platform or other users. If we do, we will provide you with notice if not otherwise prohibited by applicable laws.</p>	<p>Risk Management. UltraPass ID reserves the right to decline, restrict, or otherwise limit any transaction and/or the ability of an End User to use the UltraPass ID-Enabled Services in accordance with UltraPass ID's risk management policies. You are responsible for verifying the identity and legitimacy of your End Users, their activities, and their transactions using commercially reasonable methods. UltraPass ID, may, at its option, restrict, suspend or terminate an End User at any time if it decides an End User's use of UltraPass ID-Enabled Services violate the UltraPass ID Terms, any other applicable UltraPass ID agreement or policy, or any Applicable Laws, or if it determines that End User's activities pose an unacceptable risk to UltraPass ID or its users. We also reserve the right to restrict, suspend or terminate an End User if you do not provide UltraPass ID with all end user information as required or requested by UltraPass ID or for any other reason UltraPass ID may deem appropriate. If UltraPass ID suspends, restricts or terminates an end user, UltraPass ID will try to provide timely notice to you, however, notice may happen after the suspension, restriction, or termination has occurred. UltraPass ID may contact any End User for UltraPass ID's fraud investigation and/or risk management purposes. If UltraPass ID contacts an End User for such purposes, UltraPass ID will notify you to the extent permissible under Applicable Law.</p>
<p>You will work to ensure that no one creates an unauthorized account. End Users must be at least 13 years old.</p>	<p>End User Accounts. Depending on your use of the UltraPass ID Enabled Services, your End Users may be required to open a UltraPass ID Customer Account. To the extent these End users are individuals, they must be 13 years old or older. You agree that you will not open or attempt to open a Customer Account for any End User that does not meet these criteria and that you will use appropriate measures, technical, operational, and otherwise, to prevent unauthorized creation of a Customer Account.</p>

<p>Sometimes your End Users will need to create a UltraPass ID Customer Account to use Your Application. You are responsible for making sure that they create a UltraPass ID Customer Account, accept our Terms of Service and any of our policies. You must take and keep a record of End User's acceptance. Furthermore, must notify End Users about changes to our Terms, policies, about any service outages, any announcements about our services or anything else you must disclose by law.</p>	<p>Further Disclosures to Certain End Users. In some cases, interaction with Your Application will require or allow End Users to create a Customer Account with UltraPass ID. Finally, you must provide such End Users with notification about their account activity and must provide notice of your customer support and dispute resolution policies. You are required to obtain and keep a record of End User's acceptance of Your Terms, which should comply with the UltraPass ID Terms and Privacy Policy in an auditable manner and in compliance with federal electronic signatures law prior to providing a Customer Account and any related UltraPass ID-Enabled Services to that end user. You must also agree to promptly notify End Users about changes in our Terms, policies, any service outages, or other announcements about the UltraPass ID-Enabled Services or any disclosures required by applicable law.</p>
<p>Before you can terminate your End User's Customer Account, you must make sure that funds in their account are transferred as out lined in Your Terms of Service. UltraPass ID may ask you to terminate End User accounts in its discretion and you will be required to comply. End Users are permitted to terminate your access to their UltraPass ID Customer Account.</p>	<p>Termination of End User Customer Accounts. For all End Users who must create a Customer Account, before you can terminate your relationship with these End users, you must ensure that any funds held in their UltraPass ID Customer Account are handled or disbursed in accordance with Your Terms and that funds are transferred in a timely manner. UltraPass ID may require you to terminate a Customer Account if UltraPass ID deems the Customer Account to be inactive or dormant, or for any other reason UltraPass ID deems necessary. You agree to notify UltraPass ID immediately if you receive a request from a Customer to close their Customer Account. You understand that an End User may terminate your access to their Customer Account at any time upon notice to UltraPass ID</p>
<p>You are required to publish and follow a privacy policy. Your Privacy Policy must be easy to find and must be published on your website an any application your customers interact with.</p>	<p>Your Privacy Policy. You are required to publish and comply with a privacy policy that is clearly displayed and easily accessible from every Application from which Your Services are required to make your privacy policy available on both the website and within any application. Your privacy policy must comply with Applicable Law and clearly explain what data you collect, how you will use it, how you will share itand how you will store it.</p>
<p>You must get your End Users' written consent to store and use their data. You must abide by the written agreement. You cannot sell or otherwise transfer any data collected from End Users to a third-party.</p>	<p>Use of End User Data. It is your sole obligation to obtain End Users' express consent to store and use their data for the purposes of providing Your Services, including the UltraPass ID-Enabled Services. You are not permitted to sell, transfer, sublicense, and/or assign any interest in any data that you access or receive via the UltraPass ID APIs and the UltraPass ID Platform Services. You are solely responsible for your use of any End User data.</p>

<p>You are responsible for securing data in your possession and control and UltraPass ID is responsible for data in its possession and control and to maintain accepted protocols for data security. UltraPass ID may terminate your access to the platform if your application fails to adequately protect End User data.</p>	<p>Securing End User Data. Each party solely responsible for securing all data in its possession or control and for its compliance with Applicable Law in connection with its data handling and management practices. Each party must maintain commercially reasonable data security controls to protect and secure data from unauthorized use, access, or disclosure. Upon request from UltraPass ID, you must provide UltraPass ID with any evidence to demonstrate you are complying with this requirement. UltraPass ID reserves the right, in its sole discretion, to terminate use of the UltraPass ID Platform Services if it determines that you or your application pose an unacceptable security risk to UltraPass ID, its platform, or its users.</p>
<p>UltraPass ID may require you to provide us with documents, reports, data and any other information to make sure you are complying with the terms of this Agreement. You agree to cooperate by providing the requested documents to us within 30 days and remedying issues within 15 days.</p>	<p>Right to Audit. UltraPass ID reserves the right to audit, inspect or otherwise track your compliance with this Agreement. You are required to provide UltraPass ID or a third-party auditor with any and all information requested, including, but not limited to documents, records, reports, or other data, information, or materials compiled, maintained, or otherwise available to the extent related to your compliance with this Agreement and not prohibited from disclosure by Applicable Law within thirty (30) days. Failure to cooperate with any such audit attempt is grounds for termination. If any non-compliance is found by the auditors, you agree to immediately take appropriate actions to remedy the situation within fifteen (15) days, or otherwise as the parties may agree.</p>
<p>Generally, the parties must keep information received from the other confidential unless it is clearly public information already. You must apply reasonable protocols for protecting Confidential Information, at least the same measures you apply in relation to any of your own confidential information. That being said, you are permitted to make any disclosures required by law or court order as long as you give us enough notice to seek court protective orders.</p>	<p>Confidential Information. For the purposes of this Agreement “Confidential Information” shall mean any information disclosed to the other that is not already publicly available. Specifically, on the part of UltraPass ID, information relating to UltraPass ID’s intellectual property, copyrights, trademarks, patents, trade secrets, software, inventions, ideas, compilations, formulas, plans, patterns, processes, programs, tools, techniques, mechanisms, compounds, devices, employees, contractors, vendors or any disclosure that relates to the business or affairs of UltraPass ID, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by UltraPass ID, its affiliates, clients, or suppliers. The parties should maintain Confidential Information in a commercially acceptable manner and take all reasonable precautions to protect said information, including, without limitation, all precautions they employ with respect to its own confidential materials. Notwithstanding the foregoing, each party may make disclosures required by law or court order provided they use diligent reasonable efforts to limit disclosure and has allowed the other party to seek a protective order.</p>
<p>This Agreement grants you a limited, non-exclusive license that cannot be transferred in any way, to integrate our platform with Your Application, but it can be</p>	<p>API-License. You are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, use, and integrate the UltraPass ID Platform Services with your Application in accordance with this Agreement (“API License”). We reserve the right to immediately</p>

<p>terminated if you share your credentials or breach this Agreement.</p>	<p>revoke or terminate this API License if you share your API Credentials with any third party (other than third party service providers who need such information in order to perform services for you) or if you breach this Agreement.</p>
<p>We can use each other's trademarks to identify the other as a partner. You are not permitted to misstate the nature of our relationship. UltraPass ID can terminate this license at any time by giving notice to you.</p>	<p>Trademarks. Each party grants the other party a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for the term of this Agreement to use and display the other party's trade names, trademarks, logos, and domain names ("Marks") to identify UltraPass ID as a provider of the UltraPass ID Platform Services and for UltraPass ID to identify you as a user of the UltraPass ID Platform Services. You may only use UltraPass ID's Marks in accordance with any usage guidelines communicated to you by UltraPass ID and this Agreement. You may not misstate or incorrectly describe the nature of the relationship between you and UltraPass ID and the services provided by each party. UltraPass ID may revoke your ability to use the UltraPass ID Marks in its sole discretion upon notice to you. If you would like to opt-out of this license, please contact info@ultrapassid.com for more information on how to revoke your consent.</p>
<p>We will retain any and all intellectual property rights to our APIs, our Platform, or any and all of our intellectual property rights. You agree not to copy, transfer or reverse engineer our IP or allow another to do so.</p>	<p>Intellectual Property Ownership. UltraPass ID is the exclusive owner of and retains all right, title and interest to the UltraPass ID Platform Services, the UltraPass ID APIs, the UltraPass ID platform and all modifications, enhancements, upgrades and updates thereto, the UltraPass ID Marks, and any and all intellectual property rights therein and thereto (collectively, the "UltraPass ID IP"). There are no implied licenses under this Agreement. You will not acquire any rights in the foregoing and you will not copy, transmit, transfer, modify or create derivative works, reverse engineer, reverse compile, reverse assemble or otherwise determine or derive source code of the UltraPass ID IP, nor permit or authorize any third party to do any of the same.</p>
<p>We welcome feedback. When you share that feedback with us, it becomes our property and we can do what we like with it.</p>	<p>Feedback. You may voluntarily provide suggestions or ideas for improvements or modifications to the UltraPass ID Platform Services ("Feedback"). Nothing in this Agreement will prohibit UltraPass ID from using, profiting from, disclosing, publishing, or otherwise exploiting any Feedback, nor create any obligation to compensate you for the provision of Feedback. UltraPass ID shall also own any and all intellectual property rights provided in any feedback from you or any End Users.</p>

GENERAL LEGAL TERMS	
Plain English	Legally-Binding Contract
<p>You will defend and pay our costs, attorney fees as well as any damages, settlements or penalties and fines related to any claims against you in connection with this Agreement.</p>	<p>Indemnification. You agree to defend and indemnify UltraPass ID, its officers, directors, agents, employees, and suppliers from any third-party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees and other litigation expenses) arising from your violation or breach of this Agreement, your negligence or misconduct, your violation of Applicable Law, or from any claim arising from the terms of this Agreement.</p>
<p>Basically, the platform is sold as is and as has been demonstrated. We are not promising the platform will function specifically to suit your needs other than what we have advertised to the public. We will not be responsible for any losses that you may incur as a result of the platform operating as you may have hoped. There are many types of damages you will not be entitled to as a result of this limited warranty section. Review it carefully. The maximum recovery under this agreement shall be limited to amount paid to us over the prior six months leading up to a claim.</p>	<p>Limited Warranty. UltraPass ID warrants the UltraPass ID-Enabled Services will be provided in conformance with the terms of this Agreement and UltraPass ID does not make any other warranties, whether expressed or implied, whether regarding the performance of the UltraPass ID-Enabled Services or any other services provided under this Agreement. UltraPass ID does not warrant that the UltraPass ID-Enabled Services will meet your requirements for a particular purpose or that operation of the UltraPass ID-Enabled Services will be uninterrupted or that it will be error free. The UltraPass ID-Enabled Services are sold "AS IS" and UltraPass ID is not responsible for assumed features or functions not directly observed by you during pre-sale platform demonstrations. UltraPass ID agrees that you have not warranted recovering any data or other information contained in your designated system. UltraPass ID shall not be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Software or services performed hereunder, whether alleged as a breach of contract or tort conduct, including negligence even if advised of the possibility of such damages. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH: (a) ULTRAPASS ID SHALL HAVE NO LIABILITY FOR THE ULTRAPASS ID-ENABLED SERVICES OR FOR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; (b) ULTRAPASS ID MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER ULTRAPASS ID TERMS, POLICES OR COMMUNICATIONS; AND (c) ULTRAPASS ID SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event shall the maximum aggregate liability of the UltraPass ID in connection with this Agreement exceed the maintenance and support fee paid by the Customer in the six (6) months preceding the claim.</p>

<p>We cannot be held liable for most types of damages that could arise under this Agreement. This is a broad waiver and limitation of liability. Moreover, you must indemnify and hold us harmless from any claims from End Users for any such damages.</p>	<p>Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ULTRAPASS ID WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, ANTICIPATORY PROFITS, OR OTHER INTANGIBLE LOSSES REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE ULTRAPASS ID-ENABLED SERVICES, TRINSIC PLATFORM, THIRD-PARTY AFFILIATE SERVICES OR SOFTWARE, ANY DOCUMENTATION, OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO YOU, END USERS OR OTHERS IN CONNECTION WITH USE OF THE ULTRAPASS ID-ENABLED SERVICES, AND YOU MUST INDEMNIFY AND HOLD ULTRAPASS ID HARMLESS FROM THE SAME. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.</p>
	<p>THE ULTRAPASS ID-ENABLED SERVICES, THIRD-PARTY ENABLED SOFTWARE, ANY DOCUMENTATION, AND ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO CUSTOMER OR OTHERS IN CONNECTION WITH USE OF THE ULTRAPASS ID-ENABLED SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER.</p>
<p>What you see is what you get. We do not warrant that our platform meets any specific needs unless clearly identified in this Agreement.</p>	<p>CUSTOMER ACKNOWLEDGES THAT THE ULTRAPASS ID-ENABLED SERVICES AND SOFTWARE ARE CURRENTLY STILL UNDER DEVELOPMENT AND TESTING BY ULTRAPASS ID. WE DESIRE TO OBTAIN INPUT FROM YOU TO ASSIST US IN ITS ONGOING DEVELOPMENT OF THE ULTRAPASS ID-ENABLED SERVICES AND RELATED THIRD-PARTY SOFTWARE. ACCORDINGLY, THE PARTIES ACKNOWLEDGE THAT THE PROGRAMS LIKELY CONTAIN “BUGS” AND OTHER ERRORS THAT COULD ADVERSELY AFFECT THE USE OR PERFORMANCE OF THE TRINISC-ENABLED SERVICES AND THIRD-PARTY SOFTWARE; AND CUSTOMER SHOULD TAKE EXTRA CARE IN PRESERVING ITS PRE-EXISTING DATA ON CUSTOMER’S EQUIPMENT IN ORDER TO AVOID ANY LOSS OF DATA AS A RESULT OF USING THE PRODUCT AND SOFTWARE.</p>
<p>Parts of our platform are still in beta and we are relying on you to provide us with feedback so that we can improve our platform. The system will likely have “bugs” that need to be worked out, some of which could cause problems in your own system. Your continued use given</p>	<p>UltraPass ID will not be responsible for any loss, damages, costs, or expenses incurred by You or End Users whatsoever relating to or arising out of the use of the UltraPass ID-Enabled Services, associated third-party software applications, any Documentation, or any other information,</p>

<p>this notice means you know and understand the risks and should prompt you to take extra precautions to preserve your data.</p> <p>If there is a problem that results in a loss or damages, we will not be liable for such loss or damage.</p> <p>We will not be responsible for any losses or damages resulting from customer account credentials being compromised.</p> <p>We cannot guarantee that the platform or our third-party software are safe and virus free. Proceed at your own risk.</p> <p>We won't be responsible for any violations of state, federal or international law. You must ensure the platform is operating legally for your purposes.</p> <p>We will make changes to our platform from time to time. We cannot guarantee that subsequent versions will function the same as prior versions and we will not be liable in that event.</p>	<p>materials, or services in connection with the use of the UltraPass ID-Enabled Services, including but not limited to any loss, damages, costs, or expenses due to termination of the use of the UltraPass ID-Enabled Services or your failure to report changes in your or End User information in accordance with this Agreement and shall not be obligated to compensate you or End User or other third-parties for such losses, damages, costs, or expenses.</p> <p>UltraPass ID shall not be liable for any loss, damages, costs, or expenses incurred by you, End Users, or other third-parties due to the use of any account and the corresponding password being used by others, regardless of the existence of willful fault.</p> <p>UltraPass ID does not warrant against errors in the UltraPass ID-Enabled Services or other third-party software elements, that they are virus-free, or that you will experience safe, reliable, or error-free progression of Your Application.</p> <p>Without limiting the foregoing, UltraPass ID will not be responsible for any violation of United States or other International law on the part of You or Your End Users, and You shall indemnify and hold UltraPass ID harmless from and against any and all claims, damages, losses, costs, or expenses incurred by UltraPass ID as a result of any such violation.</p> <p>FUNCTIONS, FEATURES, SERVICES, CONTENT, AND VARIOUS DATA PERFORMED OR PROVIDED IN CONNECTION WITH THE USE OF THE ULTRAPASS ID-RELATED SERVICES MAY DIFFER FROM THE COMMERCIAL VERSION OF THE ULTRAPASS ID-ENABLED SERVICES OR FROM ANY SUBSEQUENT VERSIONS OF THE SAME. ULTRAPASS ID MAKES NO PROMISES OR ASSURANCES REGARDING FEATURES, FUNCTIONS, SERVICES, CONTENT, OR DATA IN ANY SUBSEQUENTLY RELEASED PRODUCTS.</p> <p>YOU SHALL DISPOSE AND RESOLVE, BY YOUR OWN RESPONSIBILITY AND EXPENSE, ANY INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES FROM OTHERS OR REQUESTS, QUESTIONS, OR CLAIMS AGAINST OTHERS RELATED TO OR ARISING OUT OF THE USE OF THE ULTRAPASS ID-ENABLED SERVICES, INCLUDING BUT NOT LIMITED TO YOUR AND END USERS' USE OF THE ULTRAPASS ID-ENABLED SERVICES. CUSTOMER SHALL INDEMNIFY AND HOLD GATEMASTER HARMLESS FROM AND AGAINST ANY AND ALL SUCH INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES.</p>
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<p>You are responsible for your own costs and expenses related to claims or liabilities associated with your or your End User's use of the platform.</p>	
<p>You cannot assign your rights or obligations under this Agreement with out our written approval.</p>	<p>Assignment. The rights and obligations of the parties under this Agreement may not be assigned, transferred, pledged or otherwise encumbered without the prior written consent from the other in its sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective heirs, legal and personal representatives, successors and permitted assigns. Any such assignment by You shall not alter any of the terms or conditions of the Agreements. In the event that any assignment occurs, You will provide written notice of said assignment to the UltraPass ID.</p>
<p>We are not responsible for any state or local taxes.</p>	<p>Taxes. You are responsible for paying all state and local taxes.</p>
<p>You are not entitled to legally bind us to another third-party.</p>	<p>Separate Legal Entities. You and UltraPass ID are separate and distinct legal entities, and this Agreement does not create any partnership, agency, or joint venture relationship between you and UltraPass ID. You may not and may not attempt to represent, warrant, or obligate UltraPass ID to any commitment with any third party.</p>
<p>If something beyond our control prevents us from performing our obligations under this Agreement, they will be suspended until such time as we are able to perform and we will not be in breach as a result.</p>	<p>Force Majeure. UltraPass ID is not responsible for any failure to perform its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, including, but not limited to, weather, fire, flood, earthquake, war, embargo, strike, riot, civil unrest, acts of terrorism, pandemic, failure or interruption of public or private infrastructure, or the intervention of any government entity. In the event of such a failure, UltraPass ID's obligations will be suspended until UltraPass ID is able to perform.</p>
<p>Notices must be sent by email.</p>	<p>Notices. All notices to UltraPass ID must be sent by email to info@ultrapassid.com.</p>

<p>This Agreement shall be interpreted under the laws of Delaware. If you bring a claim against us, you waive your right to a trial by jury.</p>	<p>Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to any choice-of-law provisions. You waive right to a jury trial in any judicial proceeding involving any claim relating to or arising under this Agreement.</p>
<p>This is the whole agreement between you and UltraPass ID and it can only be modified by a separate, written agreement that specifically references how and in what manner it supersedes this Agreement. Any change to this Agreement must be in writing and signed by both you and UltraPass ID. Just because UltraPass ID fails to act according to its obligations in this Agreement, doesn't mean it has waived those rights.</p>	<p>Entire Agreement, Modification, Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and supersedes all prior communications, agreements or understandings, written or oral, between the parties. Any amendment to this Agreement must be in writing and signed by both parties. Any amendment or modification of this Agreement must be in writing and signed by the parties. No waiver of any rights or obligations under this Agreement or of any objection to any act or omission connected therewith shall be claimed or implied by any party, or be deemed to constitute a consent to the continuation of any such act or omission, unless in writing signed by the party against whom enforcement of such waiver or consent is sought. No remedy or election hereunder shall be deemed exclusive, but shall be deemed cumulative with all other remedies at law or in equity whenever possible.</p>
<p>If something in this contract is legally unenforceable, it does not make the whole agreement unenforceable. We will just cut out that portion and enforce the rest.</p>	<p>Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.</p>