



moby Terms of Use

Acknowledgement and Acceptance of Terms

Access to and use of the moby Service ("Service"), whether via the moby App ("App") or otherwise, is provided to You subject to these Terms. By accessing or using the App, You agree to be bound by these Terms. If You do not agree with or otherwise do not wish to accept these Terms (or any amendments hereto), do not use or access the Service, install or use the App, or register a Profile.

If You are a minor or under the age limit set by the App provider, You must ask for Your parent or guardian's permission before using or accessing the Service. By using the Service or accessing the App, if You are a minor or under the age limit set by the App provider, You are verifying that You have obtained the required permission from Your parent or guardian.

moby reserves the right to amend these terms at any time. moby will notify You of any such changes when You access the App for the first time following the change. Your continued use of the App following the posting or notification of changes will mean You accept and agree to the changes.

These Terms govern your use of the App, regardless of how You access or use the service. Use of the App is subject to an additional End User License Agreement (**EULA**) directly with the App Provider.

moby

moby is a secure identification and onboarding service to help You verify Your identity to gain otherwise restricted access to a facility, service, or application. To use the App, You are required to register a Profile so that moby can verify Your identity.

You are required to possess a valid, government issued identification document (ID) verifying Your identity. moby may, at its sole discretion, use external sources to verify the details provided on the government issued identification document that You submit to moby against the records held by the issuing authority or other legitimate parties.

The number and type of ID Documents You need to provide for the purpose verifying Your identity may vary depending on the requirements of the relevant Organization to which you seek access. The App will prompt You to provide the ID Documents required in each case. You may also be required to:

- Capture images of your face using a compatible camera to facilitate a live scan identity verification process.
- Submit a personal email address through the identity verification process and confirm that this email address is under Your control.
- Submit Your personal mobile phone number through the identity verification process and confirm that this mobile phone is under Your control.

You must successfully complete the instructions and directions given by moby by email, SMS, phone, or App, in order to use the App. Your use of the App will be denied if You do not comply with the instructions or submit information that is incomplete, incorrect, or false.



Using the App

By registering a Profile using the App, details of Your verified identity, Your ID, email address, mobile phone number, and selfie will be securely stored in Amazon Web Service (AWS) for Your future use. When You use the moby Service to verify Your identity, information stored in Your Profile is used to streamline the process. You may be prompted to provide additional information or ID Documents if required by the Organization to which you seek access.

Updates and PUSH notifications

moby may send You service announcements, administrative messages, notification of updated terms and conditions and other information via the App in connection with Your use of the App. These PUSH notifications are designed to enhance your knowledge, participation and App engagement.

moby may from time to time introduce other services that form part of, or complement, the App. moby will notify You, and obtain Your consent, before providing any service or function that requires additional fees.

Your Profile

You must register a Profile in order to use the App. The first time You use the App, You will be guided through the process to register Your Profile. The App may require access to location services on a compatible mobile device, and if so, You agree to enable location detection and permit the App to share your current location while using the App. moby agrees to use location information only as set forth in these Terms of Use.

Each Profile is unique to an individual, and the App on each device can be used only to hold a single Profile. If You have multiple Devices, You may create a separate Profile on each Device. Each Profile can be used with the App to verify the identity of one individual only. Allowing another individual to access and use Your Profile to gain access to an Organization is subject to immediate account termination without remuneration or refund of prepaid subscription fees.

A Profile is associated with the mobile Device's International Mobile Equipment Identity (IMEI) is a unique fifteen digit number for identifying a device on a mobile network and mobile telephone number used to register the Profile. The App will store some data on Your Device or secure server to secure Your Profile, and this may be backed up by the operating system on Your Device. It may be possible to restore Your Profile to a Device using the backup of the App's data, subject to technical limitations, and moby cannot guarantee that recovery will be successful in any given case.

Your Profile may not be recoverable, for example, if Your Device becomes lost or damaged and the data from the App was not backed up, or cannot be successfully restored, or if You do not enter the correct PIN. If Your Profile cannot be recovered for any reason, You will need to create a new Profile and follow the steps to verify Your identity again.



Profile Images

You may be given the option to capture a photo within the App to be associated with Your Profile. moby will only use Your Profile Image in accordance with these Terms of Use. To use Your Profile Image to verify your identity:

1. You grant us a perpetual, irrevocable, license-fee free, royalty-free, worldwide, non-exclusive, sub-licensable right to use the Profile Image and any Intellectual Property in the Profile Image, in accordance with these Terms;
2. You consent to the use of the Profile Image by us or our licensees and assignees, in accordance with these Terms, which would infringe Your moral or privacy rights but for this consent;
3. You represent and warrant that You are the sole creator of the Profile Image and owner of Intellectual Property in the Profile Image, and that its use by us or our licensees and assignees in accordance with these Terms will not infringe the rights (including Intellectual Property rights) of any third party; and
4. You represent and warrant that the Profile Image is not unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another person's privacy, hateful, or racially, ethnically or otherwise objectionable.

Nothing in these Terms transfers ownership of any Intellectual Property rights in a Profile Image to moby, and You (or Your licensors) will retain ownership of all rights (including Intellectual Property rights) in the Profile Image.

You acknowledge and agree that moby may remove Your Profile Image without notice at any time.

Your Conduct

You represent and warrant that You will only provide true, accurate, current, and complete information about Yourself as part of Your use of the App; and You will promptly update the information contained in Your Profile to keep it true, accurate, current, and complete.

You must not:

1. use the App to create a false identity, impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity;
2. attempt to use a fraudulent or unauthorized payment source to access the App;
3. use the App to upload, post, email, transmit, or otherwise make available any content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as Personal Information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
4. attempt to use or access the moby Service otherwise than through the App or other means expressly approved by moby;
5. link to, frame or mirror any part of the App without our prior written authorization;



6. disrupt the operation of the App or any infrastructure that moby, LLC or any Organization operates;
7. breach or fail to comply with any requirements, procedures, policies or regulations of networks connected to the App, including using any device or software;
8. gain unauthorized access to the App;
9. make any automated use of the App;
10. copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any output from the App, any files related to the App, or any part of any of these, other than as expressly provided in these Terms, the EULA or otherwise permitted by local, state, federal, or international law;
11. use the App in connection with the contravention or violation of any local, state, federal or international law, whether intentional or not; or
12. attempt to do any of the foregoing or allow or cause a third party to do or attempt to do any of the foregoing.

You represent and warrant to moby that You have the capacity to accept and be bound by these Terms.

Third-party Software and Services

You may be required to use or update third-party software (such as the operating system and applicable software marketplace) on Your Device in order to obtain, install, update, access, use, or continue to access or use the App. You acknowledge and agree that:

1. moby, LLC is not responsible for such third-party software or updates;
2. such third-party software (including updates) may be subject to their own terms and conditions, which moby strongly recommend You review prior using the third-party software or to implementing the third-party update; and
3. if You are unable or unwilling to obtain or install such third-party software or updates, You may be unable to obtain, install, update, access, use, or continue to access or use the App.

Access to the App, or parts thereof, may require Your Device to be connected to the internet or require other third-party services. Your use of third-party services may be subject to fees and separate terms and conditions. You acknowledge that moby is not liable for the activities of any such third parties. You are responsible for ensuring that Your installation and use of the App does not cause You to exceed any data usage quotas or other limitations that may apply to Your internet service or other services acquired from third parties.

The App may contain links to third-party content or services. Those links are provided for convenience only and may not remain current or be maintained. Such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them. Your use of any third party-content or services may be subject to separate terms and conditions.



Security

moby may use a variety of security measures to protect Your Profile and the information from ID Documents You provide, including access codes.

No data transmission over the internet can be guaranteed as totally secure. While moby strives to protect Your information, moby does not warrant and cannot ensure the security of any information transmitted using the Service. Nevertheless, once moby receives transmissions from You, moby will take reasonable steps to preserve the security of such information.

You must ensure Your security credentials remain secure. You must not share Your security credentials (such as an access code, logins, or passwords) with any other person or allow any other person to impersonate You.

While moby may implement multi-factor authentication, it does not guarantee against unauthorized use of Your Profile. You are solely responsible for any use of the App using Your security credentials, whether or not such use has been authorized by You.

You must take Your own precautions to ensure that the process You employ for accessing the App does not expose You to the risk of viruses, malicious code, or other forms of interference which may damage Your Device. moby does not accept responsibility for any interference or damage to Devices which arises in connection with use of the App.

You must notify moby immediately by sending an email to support@gotmoby.com if You suspect or have reason to believe there has been or might be any unauthorized or fraudulent use of Your Profile or any other breach of security.

You acknowledge that a failure to comply with these requirements may affect Your use of the App and may compromise the security and integrity of Your Profile.

Termination or Suspension

moby may immediately terminate or suspend Your Profile and/or Your access to the App, and refuse future use of the App, at our discretion, if moby forms a reasonable belief that You are in breach of these Terms or threaten to breach any part of these Terms, or if:

1. You do not provide required information during enrollment;
2. You provide information that is false, inaccurate, misleading, incomplete, or not current;
3. You have engaged in any fraudulent behavior or misconduct;
4. Your Profile has been compromised; or
5. moby has reasonable grounds to suspect You will engage in any of the foregoing acts or any other anticipated breach of these Terms.

If moby notifies You of such termination:

1. You must immediately delete the App from all Devices in Your possession or control, or moby may remotely disable or delete the App from them;



2. You must not access any other user Profile or register another Profile, or attempt to do so; and
3. You must not use the App again without written permission; and
4. You will not receive any refunds for subscription fees or payment for services provided by moby or the App.

moby may suspend or terminate Your access to the App or access to it, at our discretion, if moby deems it necessary or prudent to do so:

1. in order to preserve the integrity and security of the App, the data collected from it, or any of our or an Organization's equipment or systems;
2. for legal reasons, including any change in the law;
3. due to circumstances beyond our reasonable control, including disruption to network connections or equipment, loss of ID support services, denial of service attacks, strikes, lock-outs, labor disputes, acts of God, acts of nature, acts of government or their agencies, fire, flood, storm, riots, power shortages or power failure, war, terrorist acts, sabotage, or inability to obtain sufficient labor, raw materials, fuel or utilities; or
4. in order to perform support or maintenance of any infrastructure, systems or software used to provide the App.

Termination by You

You are under no obligation to continue using the App. If You no longer wish to use the App, You may uninstall the App from all Devices linked to Your Profile and decline any offer to use the App if such an offer is made by a participating Organization. You will not receive any refunds for subscription fees or payment for services provided by moby or the App.

No limitation of other rights

Termination pursuant to these Terms of Use will not affect any rights or remedies which either You or us may have otherwise under this document or at law.

Nothing in this clause limits any right moby may have pursuant to this document to modify the App, including by removing any features or to modify or cease offering the App or any part thereof.

Warranty and liability

You acknowledge and agree that:

1. the App and services are provided on an 'as is' and 'as available' basis;
2. the App cannot be guaranteed to be error-free, and the existence of any such errors will not constitute a breach of these Terms; and
3. You use the App at Your own risk.



Except as expressly provided to the contrary in these Terms, and to the full extent permitted by applicable law, moby will not be liable to You for any loss, including special, indirect or consequential damages, or claim, arising directly or indirectly from:

1. the supply of a defective App;
2. a failure to provide the App or any part thereof;
3. errors or interruptions occurring in the course of using, or as part of, the App;
4. corruptions to or loss of data in connection with the App;
5. any suspension or discontinuance of the App;
6. any use of the App by other users or any Organization, including any use in a manner which contravenes these Terms; or
7. a breach of these Terms.

You acknowledge that You have exercised Your independent judgment in acquiring the App and have not relied on any representation that moby have made which has not been stated expressly in these Terms or upon descriptions or illustrations or specifications contained in any document including catalogues or publicity material that moby has produced.

Indemnification

You will indemnify moby and hold moby harmless fully against all liabilities, costs, losses, claims and expenses which moby may incur to a third party as a result of Your breach of any of the provisions of these Terms.

Privacy

You agree that moby can collect Your Personal Information so that You can be provided with identity checking services, facilitated through the App. Without this information, Your ID Documents cannot be validated, and the App and any related services cannot be provided.

moby collects personal information when You use the App to verify your identity and gain access to an Organization including ID data, photographic (including “selfies”) images, email, and mobile phone data, which may include information that discloses Your mobile phone’s physical or geographical location (commonly referred to as “location services”), operating system, settings and security protocols.

You acknowledge that information about the ID Documents that You provide may be vetted by moby and that moby may use other issuing authorities and third-party providers to confirm whether it matches information held by the issuing authority or entity. You agree that the ID Verification service can generate information about whether there is a match, and that moby can use that match information in providing delivering identify verification services. If moby offers checking of an ID Document issued overseas and You provide such an ID Document in connection with the App, You agree that information may be transferred internationally for the purpose of this identity verification process, and that moby may use third party systems and services as moby engages with other service providers.



moby may hold some information about You as a result of the provision of our services. moby may use this information to assist in checking details about Your identity and/ or complete a background security check. Details verified in this way may be disclosed to participating Organizations who access the App with Your consent to authenticate Your identity, to complete a background security verification check, and/or to ensure compliance with that Organization’s visitation policies or procedures. By registering a Profile, You agree that moby may link some details of this information to Your Profile, which helps us keep Your registered information up to date.

Wherein You have consented to have Your identity verified for the purpose of accessing an Organization, moby may provide to that Organization some Personal Information that has been verified, which may include Your name, address, device information, location information, email address and date of birth, and confirmation that a match has been confirmed. moby may provide to the Organization copies of ID Documents, photographic images (including “selfies”), identification numbers used on ID Documents, and/or details of the authentication sources used to check Your identity. If moby reasonably believes that information provided to an Organization is or has become incorrect, misleading or out-of-date, moby may inform the Organization and provide the applicable corrections and, as appropriate, our assessment.

In-Person Verification

In cases where the identity verification process needs to be completed in person (for example, at a correctional facility), moby may retain the information You provided through the App, including Your Personal Information, for a limited period to allow You time to complete the process.

If You register a Profile:

1. moby may store some information, including Your name, date of birth, email address and address, and ID Document numbers, in an encrypted form and will only use or share them with Your express consent in connection with Your future use of the Service or the App;
2. moby may also store other Personal Information, information about the types of ID Document You have verified with moby, and information collected for Your future use of the Service or the App;
3. moby may disclose information collected about You in connection with the App (including Personal Information) to various providers to validate Your identity;
4. the App may collect and disclose to moby information (including Personal Information) about You in order to facilitate the verification and onboarding process; and
5. some information may be stored on Your Device (for example, Your name and photo are stored so these can be displayed in the App to personalize Your experience).

Biometric Template

You consent to moby creating a biometric template, defined as a digital reference of distinct personal characteristics that have been extracted from a biometric sample, for example the “selfie” You provide to moby, from the data collected from the App. For example, moby may use biometric templates to



verify Your Profile Image by comparing it with Your image that may be available to us from other online sources. moby will store Your biometric template for further verifications and user experiences. You acknowledge some or all of your biometric template may be validated against sources that are not controlled by moby or the Organization, but that validation will be completed only with Your specific consent. You may provide this consent through this agreement or directly to the Organization.

Access of Personal Profile to Law Enforcement

You hereby authorize moby to disclose the information moby holds about You and grant access to Your Profile to law enforcement and government authorities and agencies in accordance with their lawful requests.

Date Storage

moby processes and stores Personal Information obtained as part of the App on our secure servers located in the United States (US). Personal Information would only be likely be processed outside the US if you authorize a foreign Organization to access Your information for purposes of using the Service or the App, or where you seek to authenticate Your identity using a foreign-issued ID Document that moby accepts.

Your Personal Information is handled in accordance with the US Privacy Policy which outlines how to access and/or correct Your Personal Information or make a privacy-related complaint. Your Personal Information will be collected and handled securely, and only for the purpose of checking Your identity or facilitating that verification process.

Intellectual Property

moby and its licensors retain all right, title and interest in and to all Intellectual Property rights subsisting in the App, the Service, and any other Intellectual Property created in connection with these Terms or, Your use of the Service (other than Your photographic image specifically described above). You agree to do anything necessary to assign any such Intellectual Property rights to us. You may not use any such Intellectual Property, other than as necessary for Your use of the App or the Service, without our express written consent.

These Terms do not constitute a transfer or conveyance of any Intellectual Property owned by moby, including but not limited to all Intellectual Property associated with the Service, the App, and their functionality, features and content, or operate as a future transfer of any Intellectual Property owned by moby any time thereafter.

You acknowledge that the Service and the App, including all materials provided in the course of Your consideration, application, or use of the Service and the App, are protected by copyright and may also be protected as other forms of Intellectual Property owned by moby or moby's licensors or affiliates. You will not during or at any time after the termination of these Terms undertake or permit any act which infringes or attempts to infringe those Intellectual Property rights. Without limiting the generality of the foregoing, You specifically acknowledge that You must not copy the App except as otherwise expressly authorized or acknowledged by these Terms.



General

Any disputes between You and any third party, including, without limitation, any Organization, are to be resolved solely between You and that party.

These Terms are governed by and are to be construed in accordance with the laws of the Commonwealth of Kentucky. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Kentucky and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

If any provision of these Terms is found to be invalid, void or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

All rights not expressly granted in these Terms are reserved.

moby shall not be deemed to have waived any of our rights or remedies under these Terms unless such waiver is in writing and signed by one of our authorized officers. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

These Terms (together with the EULA, if You use the App through another provider) constitute the entire agreement and understanding between You and moby and supersede any and all prior communications, representations, agreements or understandings between You and moby with respect to the subject matter of these Terms. You acknowledge and agree that You have not relied on any statement by us which has not been expressly included in this document.

You cannot assign, novate or otherwise transfer any of Your rights or obligations under these Terms without the prior written consent of moby which consent can be granted or withheld in the absolute discretion of moby. An assignment in breach of these Terms is void and of no force and effect, and constitutes a breach entitling moby to terminate Your license to use the Service or the App.

moby can assign or otherwise transfer any of its rights or obligations under these Terms.

Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this document, each warranty, promise, indemnity, and waiver offered by You in these Terms is a continuing obligation, independent from the other obligations of the parties and survives the termination of these Terms. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity against You under these Terms.