

VERIFYGO INC.

TERMS AND CONDITIONS

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EFFECTIVE DATE: FEBRUARY 15, 2026

PREAMBLE

These Terms and Conditions ("Terms") govern your access to and use of the VerifyGo website, mobile applications, platform, and services (collectively, the "Platform"). By registering for, accessing, or using the Platform, you enter into a legally binding agreement with VerifyGo Inc. ("VerifyGo," "we," "us," or "our"). If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

ARBITRATION NOTICE

THESE TERMS CONTAIN AN ARBITRATION AGREEMENT THAT REQUIRES THE PARTIES TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN IN COURT, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS. PLEASE SEE SECTION 15 (DISPUTE RESOLUTION) FOR DETAILS.

SECTION 1: DEFINITIONS

In these Terms, unless the context otherwise requires:

"Account" means the registered account you create to access and use the Platform.

"Client" means any individual or entity that uses the Platform to request verification services.

"Verifier" means an independent contractor engaged by VerifyGo to perform verification services on behalf of Clients.

"Verification Services" means the on-site inspection, documentation, analysis, and reporting services provided by Verifiers through the Platform.

"Fraud Recovery Services" means the investigation, analysis, and recovery assistance services provided by VerifyGo for fraudulent activities occurring outside the Platform.

"Verification Report" means the documented findings and professional opinion delivered following completion of a verification engagement.

"User Content" means any information, materials, documents, or data you provide to VerifyGo in connection with your use of the Platform.

"Confidential Information" means all non-public information disclosed by one party to the other that is designated as confidential or reasonably should be understood to be confidential.

"Force Majeure" means events beyond a party's reasonable control, including acts of God, war, terrorism, civil unrest, government action, natural disasters, and pandemics.

SECTION 2: ACCOUNT REGISTRATION AND SECURITY

2.1 Registration. To access certain features of the Platform, you must register for an Account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate, current, and complete.

2.2 Account Security. You are solely responsible for maintaining the confidentiality of your Account credentials, including your username and password. You are fully responsible for all activities that occur under your Account. You agree to notify VerifyGo immediately of any unauthorized use of your Account or any other breach of security. VerifyGo shall not be liable for any loss or damage arising from your failure to comply with this Section.

2.3 Account Eligibility. By registering for an Account, you represent and warrant that:

- (a) You are at least 18 years of age and have the legal capacity to enter into binding contracts;
- (b) You are not located in a country that is subject to applicable trade sanctions or embargoes;
- (c) You are not a person or entity with whom VerifyGo is prohibited from transacting business under applicable law;
- (d) If you are registering on behalf of an organization, you have the authority to bind that organization to these Terms.

2.4 Verification of Identity. VerifyGo reserves the right to verify your identity and may request additional information or documentation for this purpose. Failure to provide such information may result in suspension or termination of your Account.

SECTION 3: PLATFORM AND SERVICES

3.1 Description of Services. VerifyGo operates a technology platform that connects Clients with independent Verifiers for the purpose of conducting on-site verifications. VerifyGo also offers Fraud Recovery Services directly to Clients who have suffered financial losses due to fraudulent activities occurring outside the Platform.

3.2 Platform Access. Subject to your compliance with these Terms, VerifyGo grants you a non-exclusive, non-transferable, revocable right to access and use the Platform for the purpose of requesting and receiving Verification Services and, where applicable, Fraud Recovery Services.

3.3 Modifications to Platform. VerifyGo reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time, with or without notice. VerifyGo shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Platform.

3.4 Third-Party Services. The Platform may integrate with or contain links to third-party websites or services. VerifyGo does not control and is not responsible for such third-party services. Your use of third-party services is at your own risk and subject to their terms and conditions.

SECTION 4: VERIFICATION SERVICES

4.1 Request Process. To request Verification Services, you must submit a detailed request through the Platform, specifying the type of verification, location, timeline, and any special requirements. VerifyGo will review your request and provide a fee quote. Your request becomes binding upon your acceptance of the fee quote.

4.2 Verifier Assignment. VerifyGo will use reasonable efforts to assign a qualified Verifier to your request based on geographic proximity, expertise, availability, and other relevant factors. You acknowledge that Verifiers are independent contractors and not employees or agents of VerifyGo.

4.3 Performance of Services. The assigned Verifier will conduct the verification in accordance with the agreed scope of work and VerifyGo's quality standards. The Verifier will document their findings and submit a Verification Report through the Platform.

4.4 Verification Reports. Upon completion and quality review, VerifyGo will deliver the Verification Report to you through the Platform. Verification Reports are provided on an "as is" basis and constitute the Verifier's professional opinion based on observations and information available at the time of verification.

4.5 No Guarantee of Accuracy. VerifyGo does not warrant or guarantee the accuracy, completeness, or reliability of any Verification Report. You acknowledge that Verification Reports are professional opinions only and do not constitute guarantees, certifications, or warranties of any kind. You are solely responsible for your use of Verification Reports and any decisions made based on such reports.

4.6 Client Cooperation. You agree to cooperate fully with Verifiers, including providing reasonable access to verification sites, making relevant personnel available for interviews, and providing necessary documentation. Failure to cooperate may result in delays or inability to complete the verification.

SECTION 5: FRAUD RECOVERY SERVICES

5.1 Scope of Services. Fraud Recovery Services are provided by VerifyGo personnel to assist Clients who have suffered financial losses due to fraudulent activities occurring outside the Platform. These services may include investigation, transaction tracing, liaison with financial institutions and law enforcement, and case management.

5.2 Separate Case Agreement. Each fraud recovery engagement will be governed by a separate Case Agreement that supplements these Terms. The Case Agreement will specify the scope of services, fees, timeline, and other case-specific terms.

5.3 No Guarantee of Recovery. Fraud Recovery Services are provided on a best-efforts basis. VerifyGo does not guarantee the recovery of any funds, the identification of any fraudster, or the successful prosecution of any case. You acknowledge that fraud investigation and recovery is a complex process with uncertain outcomes.

5.4 Case Updates. VerifyGo will provide regular updates on the progress of your case through the Platform or by email. You may check the status of your case at any time by logging into your Account and visiting the "My Cases" section.

SECTION 6: FEES AND PAYMENT

6.1 Fees. You agree to pay all fees and charges associated with your use of the Platform and Services in accordance with the fee schedule applicable at the time of your request. Fees are quoted in United States Dollars unless otherwise specified.

6.2 Fee Schedule. The following fee structure applies to Verification Services:

Property Verification: \$150 - \$800 depending on priority and complexity

Business Verification: \$200 - \$1,000 depending on priority and complexity

Identity Verification: \$50 - \$350 depending on priority and complexity

Asset Verification: \$100 - \$700 depending on priority and complexity

Due Diligence: \$300 - \$1,500 depending on scope and complexity

6.3 Fraud Recovery Fees. Fraud recovery services are subject to the following fee structure, as specified in the applicable Case Agreement:

Initial Investigation Fee: \$200 to \$1,000

Success Fee: 15% to 25% of recovered funds

Hourly Rates: \$150 to \$300 per hour for specialized services

Monthly Retainer: \$2,000 to \$10,000 for ongoing case management

6.4 Subscription Plans. Subscription plans are available for frequent users and include:

Basic Plan: \$49 per month (includes 1 verification)

Professional Plan: \$199 per month (includes 5 verifications)

Enterprise Plan: \$999 per month (includes 30 verifications)

6.5 Payment Terms. Payment shall be made through the Platform using approved payment methods. Fees for verification services are due at the time of request submission. Subscription fees are due at the beginning of each billing period. All fees are non-refundable except as expressly provided in these Terms or required by applicable law.

6.6 Late Payments. VerifyGo may charge interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by applicable law. You shall also be responsible for all reasonable collection costs and expenses.

6.7 Taxes. You are responsible for all applicable taxes, duties, and governmental charges arising from your use of the Platform and Services.

SECTION 7: VERIFIER STATUS AND RELATIONSHIP

7.1 Independent Contractors. Verifiers are independent contractors and are not employees, agents, joint venturers, or representatives of VerifyGo. VerifyGo does not supervise, direct, or control Verifiers' work, and Verifiers are solely responsible for their own actions and omissions.

7.2 No Employment Relationship. Nothing in these Terms or any verification engagement creates an employment relationship between VerifyGo and any Verifier. Verifiers are not entitled to any benefits provided by VerifyGo to its employees.

7.3 Verifier Vetting. VerifyGo vets Verifiers through a screening process, but does not guarantee the accuracy of any Verifier's representations or qualifications. You acknowledge that VerifyGo is not responsible for the acts or omissions of Verifiers, except as expressly provided in these Terms.

SECTION 8: USER CONTENT

8.1 Ownership. You retain all ownership rights in your User Content. By submitting User Content to the Platform, you grant VerifyGo a non-exclusive, worldwide, royalty-free license to use, reproduce, process, and store your User Content solely for the purpose of providing the Services to you.

8.2 Accuracy of User Content. You represent and warrant that your User Content is accurate, complete, and not misleading, and that you have all rights necessary to provide such User Content to VerifyGo.

8.3 Prohibited Content. You agree not to submit any User Content that:

- (a) Is illegal, fraudulent, or misleading;
- (b) Infringes any third-party intellectual property rights;
- (c) Contains malicious code, viruses, or harmful components;
- (d) Violates any applicable law or regulation.

SECTION 9: INTELLECTUAL PROPERTY

9.1 VerifyGo IP. VerifyGo retains all right, title, and interest in and to the Platform, including all software, technology, algorithms, databases, user interfaces, content, and intellectual property rights therein. You receive no ownership interest in any VerifyGo intellectual property.

9.2 Verification Reports. Upon full payment of applicable fees, you receive a non-exclusive, perpetual, non-transferable license to use Verification Reports for your internal business purposes. You may not resell, redistribute, or publicly disclose Verification Reports without VerifyGo's prior written consent.

9.3 Feedback. If you provide any suggestions, ideas, or feedback regarding the Platform or Services, VerifyGo may use such feedback without restriction or obligation to you.

SECTION 10: CONFIDENTIALITY

10.1 Obligation of Confidentiality. Each party agrees to maintain the confidentiality of the other party's Confidential Information and to use such information solely for the purposes of these Terms. Neither party shall disclose Confidential Information to any third party without the disclosing party's

prior written consent.

10.2 Exceptions. Confidential Information does not include information that:

- (a) Is or becomes publicly available without breach of these Terms;
- (b) Was known to the receiving party prior to disclosure;
- (c) Is independently developed by the receiving party;
- (d) Is required to be disclosed by law or court order.

10.3 Survival. This confidentiality obligation shall survive termination of these Terms for a period of five (5) years, or indefinitely for trade secrets.

SECTION 11: PRIVACY AND DATA PROTECTION

11.1 Privacy Policy. VerifyGo processes personal data in accordance with its Privacy Policy, available at www.verifygo.com/privacy, which is incorporated into these Terms. By using the Platform, you consent to the collection, use, and processing of your personal data as described in the Privacy Policy.

11.2 Data Security. VerifyGo implements appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or destruction. However, no method of transmission over the Internet or electronic storage is completely secure, and VerifyGo cannot guarantee absolute security.

11.3 Data Processing Agreement. For Clients subject to EU, UK, or Swiss data protection laws, VerifyGo will enter into a separate Data Processing Agreement upon request.

SECTION 12: PROHIBITED ACTIVITIES

You agree not to engage in any of the following prohibited activities:

12.1 Using the Platform for any unlawful purpose or in violation of any applicable laws or regulations;

12.2 Attempting to circumvent the Platform by engaging Verifiers directly for services discovered through the Platform;

12.3 Reverse engineering, decompiling, or disassembling any aspect of the Platform;

12.4 Interfering with or disrupting the integrity or performance of the Platform;

12.5 Attempting to gain unauthorized access to the Platform or its related systems;

- 12.6 Using the Platform to transmit any malicious code, viruses, or harmful components;
- 12.7 Using the Platform in any manner that could damage, disable, overburden, or impair the Platform;
- 12.8 Impersonating any person or entity or misrepresenting your affiliation with any person or entity;
- 12.9 Using any data mining, robots, or similar data gathering or extraction methods.

SECTION 13: DISCLAIMER OF WARRANTIES

DISCLAIMER OF WARRANTIES

THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERIFYGO DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

VERIFYGO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

VERIFYGO DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY VERIFICATION REPORT OR ANY OTHER INFORMATION PROVIDED THROUGH THE PLATFORM. VERIFICATION REPORTS ARE PROFESSIONAL OPINIONS ONLY AND DO NOT CONSTITUTE GUARANTEES OR CERTIFICATIONS.

VERIFYGO DOES NOT GUARANTEE THE RECOVERY OF ANY FUNDS, THE IDENTIFICATION OF ANY FRAUDSTER, OR THE SUCCESSFUL PROSECUTION OF ANY CASE IN CONNECTION WITH FRAUD RECOVERY SERVICES.

SECTION 14: LIMITATION OF LIABILITY

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERIFYGO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VERIFYGO'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO VERIFYGO IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

SECTION 15: INDEMNIFICATION

You agree to indemnify, defend, and hold harmless VerifyGo, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) Your use of the Platform or Services;
- (b) Your breach of these Terms;
- (c) Your violation of any applicable law or regulation;
- (d) Any dispute between you and any Verifier;
- (e) Any User Content you provide;
- (f) Your gross negligence or willful misconduct.

SECTION 16: TERM AND TERMINATION

16.1 Term. These Terms commence upon your acceptance and continue until terminated as provided herein.

16.2 Termination by You. You may terminate these Terms at any time by discontinuing use of the Platform and closing your Account.

16.3 Termination by VerifyGo. VerifyGo may suspend or terminate your Account and access to the Platform immediately upon notice to you for:

- (a) Any breach of these Terms;
- (b) Any actual or suspected fraudulent, abusive, or illegal activity;
- (c) Non-payment of fees when due;
- (d) Actions that may harm the Platform, VerifyGo, or other users.

16.4 Effect of Termination. Upon termination, your right to access and use the Platform ceases immediately. Sections 9, 10, 13, 14, 15, 17, and 18 shall survive termination.

SECTION 17: DISPUTE RESOLUTION

17.1 Informal Resolution. Before initiating any formal dispute resolution proceeding, you agree to attempt to resolve the dispute through informal negotiation with VerifyGo for a period of thirty (30) days. You may contact VerifyGo at legal@verifygo.com to initiate this process.

17.2 Binding Arbitration. If informal resolution fails, any dispute arising out of or relating to these Terms or your use of the Platform shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted in San Francisco, California, before a single arbitrator. The arbitrator's decision shall be final and binding and may be entered in any court having jurisdiction.

17.3 Class Action Waiver. YOU AND VERIFYGO AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST VERIFYGO.

17.4 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17.5 Statute of Limitations. You agree that any claim or cause of action arising out of or related to these Terms or your use of the Platform must be filed within one (1) year after such claim or cause of action arose, or it shall be permanently barred.

17.6 Equitable Relief. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

SECTION 18: GENERAL PROVISIONS

18.1 Entire Agreement. These Terms, together with the Privacy Policy and any applicable Case Agreements, constitute the entire agreement between you and VerifyGo regarding your use of the Platform and Services and supersede all prior agreements and understandings.

18.2 Amendments. VerifyGo may amend these Terms by posting an updated version on the Platform. Your continued use of the Platform after such posting constitutes acceptance of the amended Terms. VerifyGo will provide notice of material changes through the Platform or by email.

18.3 Waiver. No waiver of any term shall be effective unless in writing and signed by the waiving party. Failure to enforce any right shall not constitute a waiver of future enforcement.

18.4 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18.5 Assignment. You may not assign these Terms or any rights or obligations hereunder without VerifyGo's prior written consent. VerifyGo may assign these Terms without consent to an affiliate or in connection with a merger, acquisition, or sale of assets.

18.6 Notices. All notices shall be in writing and sent to the addresses provided during registration or to legal@verifygo.com. Notices to you shall be sent to the email address associated with your Account.

18.7 Force Majeure. Neither party shall be liable for delays or failures in performance resulting from Force Majeure events, provided that the affected party gives prompt notice and uses reasonable efforts to mitigate the effects of such event.

18.8 Relationship of Parties. You and VerifyGo are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

18.9 Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

SECTION 19: CONTACT INFORMATION

If you have any questions, concerns, or complaints regarding these Terms or the Platform, please contact us at:

VerifyGo Inc.

123 Mission Street, Suite 400

San Francisco, CA 94105

United States of America

Email: legal@verifygo.com

Phone: +1 (888) 456-7890

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

Name: _____

Date: _____

For organizations:

Organization Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Electronic Acceptance: By checking the "I Accept" box or clicking "Agree" during the registration process, you agree to be bound by these Terms without the need for physical signatures.

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