



SCHEDULE 2 – END USER TERMS OF USE

Each End User must agree in writing to the following Terms of Use before the Reseller may use the Services on their behalf:

The End User must agree to only use the Services for their direct business and in a manner that complies with applicable laws, including Canadian federal and provincial laws.

The End User must agree that it will not: (a) resell, transfer, distribute or otherwise give any third party access to the Services; (b) assert any intellectual property right claim or other interest in the Services; and (c) assign or otherwise transfer any of its rights to use the Services.

The End User must agree that it will:

- obtain an individual's consent to disclose their personal information to Equifax to use it to perform the Services, including keeping a record, before sending the individual's personal information to Equifax;
- keep all information, data and documentation relating to the Services, including any account codes and passwords used to access the Services secure and confidential;
- securely destroy or delete received data when it no longer has a need to keep it;
- allow the Reseller to conduct an audit to confirm the End User's compliance with these Terms of Use, in person, but no more than once in any year unless the End User is in breach of the End User Terms of Use; and
- by telephone or in writing at any time;
- provide the Reseller with any relevant information and documents the Reseller requests to respond to any question, investigation or audit by Equifax under the Reseller Agreement;
- give the Reseller prompt notice of any change that occurs from time to time in the information it provided on its End User Information Form;
- comply with any changes made to these Terms of Use from time to time as a condition of its continued use of the Kount Identity Verification Services.

The End User must acknowledge that:

- the Kount Identity Verification Services are not guaranteed to be error-free or uninterrupted;
- the warranty disclaimers the Agreement must be passed along;
- the limitation of liability and indemnity provisions must align and be limited in accordance with the Agreement, as appropriate; and
- These End User Terms of Use may change from time to time to comply with applicable law.

The End User must consent to Equifax and the Reseller each sharing any information about the End User's use of the Kount Identity Verification Services with the other, even if that information is otherwise protected under a written agreement between the End User and the Reseller.

Additional Terms and Conditions Applicable to the Document Verification Services

The End User must acknowledge, covenant and agree that:

- Reseller may disclose, provide access to, transfer or otherwise make available to Equifax and Interac any information obtained from End User which is reasonably required for Equifax, Interac and/or Reseller to investigate or resolve an actual or potential privacy, confidentiality, fraud incident, alleged fraud incident or any actual or reasonably suspected security incident (collectively, "Security Incident").
- It will notify Reseller within twenty-four (24) hours of discovering any Security Incident involving End User's use of the Services.
- It will: (a) assist Reseller, Equifax, Interac and Interac's service partners in the management of any consequences arising from the Security Incident; (b) take all reasonable steps necessary to mitigate any damage or harm resulting from the Security Incident; and (c) take all appropriate steps to prevent the recurrence of the Security Incident and that it will notify Equifax of the steps taken.



- The Document Verification Services may include products and services of Interac Corp. or its affiliates; (ii) the Document Verification Services provided to End User is not intended to be used as the sole basis for any business decision, (iii) the accuracy and completeness of the Document Verification Services is not guaranteed by Equifax, Interac, Interac Corp. or its affiliates, and (iv) neither Equifax, Interac, Interac Corp. nor its affiliates will be liable for any errors, false statements or omissions in the Document Verification Services resulting from the documents and information provided to them by consumers, Reseller, End Users or any other third party.
- That the Document Verification Services is provided on a “as is, where is” basis, and that neither Equifax, Interac Interac Corp. nor its affiliates make any representations, warranties or conditions of any kind regarding the Document Verification Services, whether express, implied, statutory or otherwise, including any implied warranties or conditions of accuracy, merchantable quality or fitness for a particular purpose, or that the Document Verification Services will be error free or that it will meet any Reseller or End User requirements. Reseller shall immediately suspend an End User’s access to the Document Verification Services if it determines that (i) the End User is in material breach of a material obligation set forth in its agreement with Reseller, or (ii) the End User is not in compliance with applicable laws.