

## Terms & Conditions

Welcome to Xendity Sdn Bhd and our Terms of Service (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully. Note that Section 15 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By accessing or using the websites, mobile applications (collectively, the “Sites”) or Services provided by Xendity Sdn Bhd (collectively, “Xendity”) that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Sites or Services. The services provided by Xendity Sdn Bhd (the, “Services”) help you monitor and protect your identity. These Terms govern your access and use of the Sites, and your use of such Services.

Note that the Sites and Services are not a guarantee against identity theft or online identity fraud, and are not a substitute for online security software.

Nature of Beta. Xendity may offer additions to our Sites and Services as part of a beta test phase. All or portions of the Sites and Services included in this test phase may not function correctly, or may contain errors. Xendity is not obligated to correct, nor is it responsible for, errors or the effects of such errors while the beta test phases of these Sites and Services are active. Further, you acknowledge that Xendity has no express or implied obligation to announce or make available any particular features of the beta Sites and Services in the future. Should these Sites and Services launch publicly after the beta phase, it may have features or functionality that are different than those found in the beta version licensed herein.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

Xendity reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

### 1. Privacy Policy

Please refer to our Privacy Policy <http://www.Xendity.io/privacypolicy> for information about how we collect, use and disclose information about you.

### 2. Eligibility

The Sites and Services are not targeted toward or intended for use by anyone under the age of 18. By using the Sites and Services, you represent and warrant that you (a) are 18 years of age or

older, (b) are a legal resident of the United States, (c) have not been previously suspended or removed from the Sites, or engaged in any activity that could result in suspension or removal from the Sites, (d) do not have more than one Xendity account, and (e) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

### **3. Registration, Account and Communication Preferences**

In order to access and use certain areas or features of the Sites and Services, you will need to register for a Xendity account. By creating an account, you agree to (a) provide accurate, current and complete account information about yourself, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites, Services, or your account.

By creating a Xendity account, you also consent to receive electronic communications from Xendity (e.g., via email or by posting notices to the Sites or Services). These communications may include notices about your account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

### **4. Payment Obligations**

A subscription may be necessary for you to access certain parts of a Service (for example, the ID Theft Protection Standard Plan). By agreeing to these Terms, you accept the responsibility to cover these subscription costs as indicated during your enrollment with Xendity or based on future requests made through the Services. Payment must be made by you or on behalf of you via a valid credit or debit card. By providing payment information to Xendity, you represent that you are authorized to make transactions using that payment method, and you authorize Xendity to make necessary charges against that payment method - automatic, recurring, or individual - as part of providing the Services. You may cancel payment by downgrading or stopping services through your member settings. You further acknowledge that you are responsible for any applicable state, federal, or other taxes as well as any fees associated with your subscription to Services unless otherwise noted.

### **5. License to Access and Use Our Sites, Services, and Content**

Unless otherwise indicated in writing by us, the Sites and Services, and all content and other materials contained therein, including, without limitation, the Xendity logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Xendity or our licensors or users, as applicable, and are protected by U.S. and international copyright laws.

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not include any right to (a) sell, resell or use commercially the Sites, Services, or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Sites, Services, or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Sites, Services, or Content, except as expressly permitted by us, and (f) use the Sites, Services, or Content other than for their intended purposes. Any use of the Sites, Services, or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Xendity or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in these Terms, the Sites and Content may include software components provided by Xendity or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

#### **6. Trademarks**

“Xendity” the Xendity logo and any other Xendity product or service names, logos or slogans that may appear on the Sites or Services are trademarks of Xendity and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Xendity” or any other name, trademark or Product or service name of Xendity without our prior written permission. In addition, the look and feel of the Sites and Services, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Xendity and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Sites or Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Xendity.

#### **7. Hyperlinks**

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Xendity or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Xendity logo or other proprietary graphic of Xendity to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Xendity trademark, logo or other proprietary information, including the images found on the Sites or services, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent.

Xendity makes no claim or representation regarding, and accepts no responsibility for, the

quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. Such sites are not under our control, and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

### **8. Third Party Content**

We may display content from third parties through the Sites and Services (collectively, "Third Party Content"). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Xendity is not responsible or liable in any manner for such interactions or Third Party Content.

### **9. User Conduct**

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites or Services. You agree that you will abide by these Terms and will not:

- Provide false or misleading information to Xendity;
- Use or attempt to use another user's account without authorization from such user and Xendity;
- Use the Sites or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or Services, or that could damage, disable, overburden or impair the functioning of the Sites or Services in any manner;
- Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Sites or Services;
- Reverse engineer any aspect of the Sites or Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites or Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites or Services that you are not authorized to access;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites and Services, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- Use data collected from our Sites and Services to contract individuals, companies, or other persons or entities;
- Use data collected from our Sites and Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Bypass or ignore instructions contained in the robots.txt file, accessible at <http://www.Xendity.io>, that controls all automated access to the Sites or Service; or
- Use the Sites or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## **10. Feedback**

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Xendity, the Sites or the Services (collectively, "Feedback"). Feedback is nonconfidential and shall become the sole property of Xendity. Xendity shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **11. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Xendity, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Xendity Parties"), from and against all actual or alleged Xendity Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of another. You agree to promptly notify Xendity of any third party Claims and cooperate with the Xendity Parties in defending such Claims. You further agree that the Xendity Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Xendity.

## **12. Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY XENDITY, THE SERVICES AND THE XENDITY CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. XENDITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND XENDITY CONTENT CONTAINED THEREIN. XENDITY DOES NOT REPRESENT OR WARRANT THAT XENDITY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE XENDITY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND XENDITY CONTENT SAFE, XENDITY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU. XENDITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO

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We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Sites or Services (or any features or functionality of the Sites or Services) at any time without notice and without obligation or liability to you.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

### **13. Limitation of Liability; Release**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XENDITY OR ANY OF THE OTHER XENDITY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE USE OF ANY SERVICE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM XENDITY, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO XENDITY'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF XENDITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SITES, SERVICES AND MATERIALS OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE AMOUNT YOU PAID TO XENDITY IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY OR, IF YOU HAVE NOT PAID, \$100.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

### **14. Modifications to the Sites and Services**

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Services at any time and without liability therefor.

## **Privacy Policy**

### **1. Privacy Principles**

Your privacy is important to us. This Privacy Policy explains how information about you is

collected, used and disclosed by Xendity Sdn Bhd. It also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information. This Privacy Policy applies to information we collect when you use our services, use or access [www.Xendity.io](http://www.Xendity.io), Xendity mobile applications, and other online services offered by Xendity that link to or reference this policy (collectively, our “online services”). The first part of this policy describes how we collect, use, and disclose personal information to provide the Xendity Identity Alerts. The second part of the policy describes how we collect, use, and disclose other information collected through our Services.

Our Pledge to You: We are committed to maintaining your trust and pledge the following:

- Transparency. We will keep you informed of our privacy practices.
- Keeping your information safe. While we cannot promise perfection, we have implemented security tools that are designed to safeguard your information in accordance with industry standards.
- You are in the driver’s seat. We will ask for your permission before we share your personal information with third parties, in accordance with this Privacy Policy.

## **2. Security**

We take our responsibility to protect the privacy and confidentiality of your information, including personal information, very seriously. We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. If you have any questions about the security of your personal information, you can contact us at [hello@xendity.com](mailto:hello@xendity.com).

## **3. Collection of Information**

### **Information You Provide to Us**

We collect information you provide directly to us. For example, the types of personal information we may collect from you when you visit or use our online services include your name, email address, mailing address, social security number, telephone number(s), account numbers, user name and password.

### **Information We Collect Automatically When You Use the Online Services**

In addition to the personal information described above, we may collect certain information about your use of our online services.

- **Log Information**

We collect log information about your use of the online services, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our online services.

- **Device Information**

We collect information about the computer or mobile device you use to access our online services, including the hardware model, operating system and version, unique device identifiers and mobile network information.

- **Location Information**

We may collect information about the location of your device each time you access or use one of our mobile applications or otherwise consent to the collection of this information.

- **Information Collected by Cookies and Other Tracking Technologies**

Our third-party partners or we may use cookies (as well as web beacons or other technologies) to collect and store this and other information about your visit to, or use of, our online services. Cookies are small data files stored on your hard drive or in device memory that help us improve

our online services and your experience, and to see which areas and features of our online services are popular. Web beacons are electronic images that may be used in our online services or emails and help deliver cookies, count visits and understand usage and campaign effectiveness. We may later associate the usage and other information we collect online with personal information about you, as permitted or required by law. For more information about cookies, and how to disable them, please see "Your Choices" below.

#### **Information We Collect From Other Sources**

We may also collect information about you from additional online and offline sources including commercially available third-party sources, such as consumer reporting agencies, for the purposes of verifying eligibility and securely offering our services to you. We may combine this information with the personal and other information we have collected about you under this Privacy Policy.

#### **4. Use of Information**

We may use the information we collect from you for various purposes, including to:

- help us deliver our Services;
- administer, evaluate and improve our business (including developing new products and services, improving existing products and services, performing data analytics, monitoring and analyzing trends, and performing accounting, auditing and other internal functions);
- communicate information to you at the request of our partners;
- manage our risks;
- market our Services and products;
- comply with and enforce applicable laws and regulations, relevant industry standards, contractual obligations and our policies; and
- carry out any other purpose for which the information was collected. We may also use data that we collect on an aggregate or de-identified basis for various business purposes, where permissible under applicable laws and regulations.

#### **5. Sharing of Information**

We may share information about you as follows or as otherwise described in this Privacy Policy:

- with Xendity partners as part of the delivery of our Services to you;
- with affiliates, consultants, and other service providers when we believe it will enhance the Services and products we can provide to you or for legal and routine business reasons. For example, we may share selected details when checking your identity for indicators of fraud during sign up or when providing alerts. These parties are authorized to use your personal information only as necessary to provide these services to us.
- as required or permitted by law, such as to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, comply with a subpoena, bankruptcy proceedings, or similar legal process. For example, we may share information with regulatory authorities and law enforcement officials when we believe in good faith that such disclosure is necessary to comply with legal requirements. We may share information with third parties where appropriate to protect against fraud or verify or enforce our terms of use, our other rights, or other applicable policies.
- in connection with a merger, acquisition, or sale of all or a portion of its assets; you will be notified via email and/or a prominent notice on our website of any change in ownership, uses of your personal information, and choices you may have regarding your personal information.
- between and among our current and future parents, affiliates, subsidiaries and other

companies under common control and ownership; and

- with your consent or at your direction. We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

## **6. Your Choices**

**We provide you with relevant and appropriate choices regarding the sharing of personal information.**

We may give you choices regarding the sharing of personal information with affiliates and third parties.

Choices you have about the sharing of your personal information will be described in the privacy policies or notices you receive in connection with the products or services you obtain from us.

**We offer you the opportunity to access, update, and correct your information on file with us.**

Keeping your account information and personal information up-to-date is very important. Upon request Xendity will provide you with details about whether we hold any of your personal information. If you wish to request access, or deletion of your personal information please contact us at [hello@xendity.com](mailto:hello@xendity.com). Note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time. We will respond to your request within a reasonable timeframe, usually within five business days.

### **Cookies**

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our online services.

**We tell you when our privacy policies and practices change.**

We may change this Privacy Policy from time to time. If we do, we will let you know by appropriate means such as by posting the revised policy on this page with a new "Last Updated" date. All changes will become effective when posted unless indicated otherwise. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.