

Last Modified: December 1, 2020

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

This Terms of Service (“Agreement”) is between Captis Intelligence, Inc., a Nevada Corporation (“Captis”) and you the End User (“User(s)”). This is a legal document and agreement which states the terms and conditions on which Captis and Users shall manage the use of the Captis services.

Please read these terms and conditions carefully before using the Websites or Services provided by Captis Intelligence.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- ‘Affiliate’ means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- ‘Account’ means a unique account created for you to access the Captis Services or parts of the Captis Service.
- ‘Captis’ refers to Captis Intelligence, Inc., 401 Ryland Street, Reno Nevada, 89502, USA.
- ‘Content’ refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by you, regardless of the form of that content.
- ‘Device’ means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- ‘Feedback’ means feedback, innovations or suggestions sent by you regarding the attributes, performance or features of the Services provided by Captis.
- ‘Services’ refers to the Websites, products or services delivered by Captis.
- ‘Subscriptions’ refer to the services or access to the Services offered on a subscription basis by Captis to you.
- ‘Credits’ refers to the purchased processing credits User must have in their Captis User Account in order to process data within certain features of the Captis products.
- ‘Free Trial’ refers to a limited period of time that may be free when purchasing a Subscription.
- ‘Terms and Conditions’ means these terms and conditions that form the entire agreement between you and Captis regarding the use of the Services.

- ‘Third-party Social Media Service’ means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Services.
- ‘Website’ refers to www.CaptisIntelligence.com & www.Solveacrime.com.
- ‘You’ means the individual accessing or using the Services of Captis, or any other legal entity on behalf of which such individual is accessing or using the Services, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Services and the agreement that operates between you and Captis.

These Terms and Conditions set out the rights and obligations of all users regarding the use of the Services. Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Services.

By accessing or using the Services you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the Services.

You represent that you are over the age of 18. Captis does not permit those under 18 to use the Services.

Your access to and use of the Services is also conditioned on your acceptance of and compliance with the [Privacy Policy](#) of Captis. The Privacy Policy of Captis describes the policies and procedures on the collection, use and disclosure of your personal information when you use the Application or the Website and tells you about your privacy rights and how the law protects you. Please read the Captis Privacy Policy carefully before using the Services provided by Captis.

Consent to List as Customer

By using the Service, you hereby grant, and represent and warrant that you have all rights necessary to grant, Captis the right to include you and/or your Subscribing Organization as a customer or client of Captis. **Subscriptions and Usage Credits**

Subscription period

The Services or some parts of the Services are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription. At the end of each period, your Subscription will automatically renew under the exact same conditions unless You cancel it, Captis cancels it or specific renewal terms are started on your Order Form.

Subscription cancellations

You may cancel your Subscription renewal either through Your Account settings page or by contacting Captis. You will not receive a refund for the fees you already paid for your current Subscription period and you will be able to access the Services until the end of your current Subscription period.

Usage Credits and Limits

Certain Captis products require credits in your account for certain features to be used. Any such credits are purchased and found on your Order and Invoice. Some products come with monthly credits and others with annual credits. Similarly, some products have usage limits on a monthly or annual basis. These limits can also be found on your Order and/or Invoice.

- i. Credits – those credits for any given product require a subscription to the underlying product for credits to be valid. As such, credits are only valid for use during the term of your Subscription and expire if unused as of the Subscription End Date. Credits cannot be carried forward to another subscription term. Any unused credits expire as of your Subscription End Date.
- ii. Credit Usage – each Captis product may apply its credits differently. However, upon use of the Captis feature that requires an available credit to use that feature, the requisite number of credits must be available in your account. Should no credits be available, more can be acquired from Captis by contacting sales@captisintel.com. Credit balances are updated automatically upon use.
- iii. Limits – each Captis product may apply limits to usage of a given feature. If you reach a Limit set for a given Captis feature (as an example, but not limited to ODSI, ASI, PRISM) you may not be able to use that feature. You may be able to increase your limits by upgrading the Subscription purchased. If you wish to increase any limits contact help@captisintel.com to understand if you have reached a processing limit or contact sales@captisintel.com if you would like to explore increasing your limits via upgrading your Subscription. Any unused amount of any set limit expires and will not be carried forward to the next Subscription period. Limits are not credits they are processing limits as part of your Subscription package. Captis may update, increase, or reduce processing limits from time to time in its sole discretion which may take effect immediately or on the next Subscription Renewal.

Billing

You shall provide Captis with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. Should automatic billing fail to occur for any reason, Captis will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Captis, at its sole discretion and at any time, may modify the Subscription and Usage fees. Any Subscription and Usage fee change will become effective at the end of the then-current

Subscription period. Captis will provide you with reasonable prior notice of any change in Subscription and Usage fees to give you an opportunity to terminate Your Subscription before such change becomes effective. Your continued use of the Services after the Subscription and Usage fee change comes into effect constitutes Your agreement to pay the modified Subscription and Usage fee amount.

Refunds

Except when required by law, paid Subscription and Usage fees are non-refundable. Certain refund requests for Subscriptions or Usage fees may be considered by Captis on a case-by-case basis and granted at the sole discretion of Captis.

Free Trial

Captis may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time. You may be required to enter your billing information in order to sign up for the Free trial. If you do enter your billing information when signing up for a Free Trial, you will not be charged by Captis until the Free trial has expired. On the last day of the Free Trial period, unless you cancelled Your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Captis reserves the right to:

- i. modify the terms and conditions of the Free Trial offer, or
- ii. cancel such Free trial offer.

User Accounts

When you create an account with Captis, you must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on the Services.

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under Your password, whether your password is with the Services or a Third-Party Social Media Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content

Your Right to Post Content

Captis Services allows you to post Content. You are responsible for the Content that you post to the Services, including its legality, reliability, and appropriateness.

By posting Content to the Services, you grant Captis the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Services. You retain any and all of your rights to any Content you submit, post or display on or through the Services and you are responsible for protecting those rights. You agree that this license includes the right for Captis make your Content available to other users of the Services, who may also use your Content subject to these Terms.

You represent and warrant that:

- i. the Content is yours (you own it) or you have the right to use it and grant Us the rights and license as provided in these Terms, and
- ii. the posting of your Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

Captis is not responsible for the content of the Service's users. You expressly understand and agree that you are solely responsible for the Content and for all activity that occurs under your account, whether done so by you or any third person using your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including Captis and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

Captis reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, and to refuse or remove this Content. Captis further reserves the right to make formatting and edits and change the manner any Content. Captis can also limit or revoke the use of the Services if you post such objectionable Content. As Captis cannot control all content posted by users and/or third parties on the Service, you agree to use the Services at your own risk. You understand that by using the Services you may be exposed to content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will Captis be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Captis will not be responsible or liable to any third party for the content or accuracy of any materials posted by you or any other user of our site.

Captis has the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out above. You agree to indemnify Captis against all legal fees, damages and other expenses that may be incurred by Captis as a result of your breach of the above warranty. You also agree to waive any moral rights to the Material for the purposes of its submission to and publication on the Website and the other purposes specified above.

Content Backups

Although regular backups of Content are performed, Captis does not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

Captis will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But you acknowledge that Captis has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Services.

Copyright Policy

Intellectual Property Infringement

Captis respects the intellectual property rights of others. It is the policy of Captis to respond to any claim that Content posted on the Services infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit Your notice in writing to the attention of the Captis

copyright agent via email at generalinfo@captisintel.com. Please include a detailed description of the alleged infringement in your notice.

You may be held accountable for damages (including costs and attorney's fees) for misrepresenting that any Content is infringing your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing the Captis Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact the Captis copyright agent via email at generalinfo@captisintel.com. Upon receipt of a notification, Captis will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Services.

Intellectual Property

The Services and its original content (excluding Content provided by you or other users), features and functionality are and will remain the exclusive property of Captis and its licensors. The Services are protected by copyright, trademark, and other laws of both the Country and foreign countries. The trademarks and trade dress of Captis may not be used in connection with any product or service without the prior written consent of Captis.

Viruses, Hacking and Other Offenses

You must not misuse the Captis websites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our websites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the laws of the United States of America. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it or on any website linked to it.

Linking to Our Site

You may link to our home page provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. But you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the policies outlined in these Terms and Conditions.

Our site must not be framed on any other site nor may you create a link to any part of our site other than the home page. Captis reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the policies in these Terms and Conditions.

If you wish to make any use of material on our site other than that set out above please address your request to generalinfo@captisintel.com.

Rewards

All rewards are the responsibility of the party posting the crime on the Solveacrime.com website. Only one Reward is awarded per crime. The Reward is awarded for the first tip that is submitted to the Solveacrime.com website from which the party posting the crime, or relevant law enforcement agency determines led to the successful apprehension or conviction of the perpetrator. In the event that multiple tips lead to the successful apprehension or conviction of the perpetrator, the Reward may be split at the discretion of the relevant law enforcement agency and/or the party posting the reward. Partial rewards are at the discretion of the party posting the crime, and/or relevant law enforcement agency in cases where the tip does not provide sufficient information. Captis bears no responsibility in the determination of who is awarded a reward or for the funding or distribution of any reward. Reward type and amount is at the sole discretion of the party posting the crime and/or law enforcement, and can be distributed in whatever form they choose, including cash, check, or gift cards. Tipster acknowledges Captis, the party posting the crime, and the relevant law enforcement agency bear no liability in the tipster's use of the Solveacrime.com system.

Rejected Tips

Tips can be rejected by the Captis client (i.e. retailer) and/or law enforcement for several reasons, including and not limited to:

1. The subject has already been identified through an earlier tip
2. The tip did not provide enough information
3. The subject has already been detained/arrested
4. The tip did not provide accurate information

For any additional questions regarding rejected tips, please call 800-530-1835. If you are a tipster, you do not need to provide your name or any information about yourself.

Interactive Services

Captis may from time to time provide interactive services on the websites including:

- Chat rooms
- Bulletin boards

Where Captis does provide any interactive service, Captis will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

Captis will do its best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, Captis is under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. Captis advises parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where Captis does moderate an interactive service, Captis will normally provide you with a means of contacting the moderator should a concern or difficulty arise.

PRISM

PRISM Social Media Monitoring – Your Responsibilities

You agree to adhere to the stated guidelines and rules of use of all social media networks that contribute to Indexed Content and are searched by the Social Media Monitoring Services. Captis will not condone any user using the Social Media Monitoring Services in violation of the Universal Declaration of Human Rights ('UDHR'). For example, with respect to Users that are law enforcement or governmental authorities or, in Our reasonable opinion, violates any Applicable Laws entities and other like organizations, Captis will not:

- i. allow or assist you to conduct surveillance on Indexed Content or obtain information on social media users or their messages or posts that would require a subpoena, court order, or other valid legal process, or that would otherwise have the potential to be inconsistent with a social media users' reasonable expectation of privacy; and
- ii. display, distribute or otherwise make available Indexed Content to any person or entity that We reasonably believe will use such data to violate the UDHR or any Applicable Laws. Captis takes the privacy rights of users of Third-Party Social Platforms seriously and will enforce our right to suspend your service or terminate this Agreement should you violate this or any other similar section contained herein.

Each User must ensure that all Applicable Laws are adhered to when using the Social Media Monitoring Services. If Captis reasonably believes that a User is using Social Media Monitoring Services in violation thereof, Captis reserves the right to immediately terminate that User's access to the Social Media Monitoring Services.

You shall:

- i. be responsible for Users' compliance with this Agreement;
- ii. be responsible for the accuracy, quality and legality of Your Data and of the means by which you acquire your Data;
- iii. use commercially reasonable efforts to prevent unauthorized access to or use of the Social Media Monitoring Services, and notify Us promptly of any such unauthorized access or use; and
- iv. use the Social Media Monitoring Services only in accordance with all Applicable Laws, including all existing and future laws addressing on dealing with the privacy of social media users.

You shall not:

- i. make the Social Media Monitoring Services available to anyone other than Users;
- ii. sell, resell, rent, or lease the Social Media Monitoring Services;
- iii. use the Social Media Monitoring Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights;
- iv. use the Social Media Monitoring Services to store or transmit Malicious Code;
- v. interfere with or disrupt the integrity or performance of the Social Media Monitoring Services or third-party data contained therein; or
- vi. attempt to gain unauthorized access to the Social Media Monitoring Services or any related systems or networks.

Usage Limitations - Social Media Monitoring Services may be subject to other limitations, which will be outlined in the subscription agreement.

PRISM - Indexed Content & Third-Party Social Platforms

Captis does not own or control Indexed Content - Indexed Content shall not be considered your Data or 'Customer Data' under any circumstances, including pursuant to the terms of any such other agreement entered into between you and Captis for non-Social Media Monitoring Services. Indexed Content may be indecent, offensive, inaccurate, unlawful, or otherwise objectionable. Captis shall have no obligation to preview, verify, flag, modify, filter, store or remove any Indexed Content, even if requested to do so, although Captis may do so in Our sole discretion.

INDEXED CONTENT IS PROVIDED 'AS IS,' EXCLUSIVE OF ANY WARRANTY WHATSOEVER - your use of Indexed Content is at your sole risk, and Captis shall not be liable to you or any third party based on Indexed Content, and if you so use Indexed Content you shall indemnify Captis from any claims whatsoever arising from such use.

We shall not be responsible or liable for:

- i. any content provided by you, your Users or any third party to any third-party Social Platform or other website, and any content accessed by you, your users or any third party from any Third-Party Social Media Platform or other websites;
- ii. any interactions or communications between You and/or Your Users and any third parties through any Third-Party Social Platform or other websites; or
- iii. any transactions relating to a separate agreement or arrangement between you or your users and any Third-Party Social Platform provider or website.

Termination for Unavailability of Certain Third-Party Social Platforms - if the operator of any Third-Party Social Platform ceases making its Third-Party Social Platform or its Indexed Content available for use with the Social Media Monitoring Services on reasonable terms, with the intent not to resume making it available for use with the Social Media Monitoring Services on reasonable terms, then You may notify Captis of your termination of any Social Media Monitoring Service subscriptions that have become substantially unusable as a result thereof.

Federal Government End Use Provisions - where applicable, the Social Media Monitoring Services, including related software and technology, to the federal government of the United States of America in accordance with the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS") pursuant to FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

Additional Government Provisions - if a government agency has a need for rights not granted under these terms, it must negotiate with Captis to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement.

Reliance on Information Posted & Delivered

Commentary and other materials posted on the Captis websites or delivered by the Captis Services are not intended to amount to advice on which reliance should be placed. Captis therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any user, visitor to our site, or by anyone who may be informed of any of its contents.

Your Feedback to Us

You assign all rights, title and interest in any Feedback you provide to Captis. If for any reason such assignment is ineffective, you agree to grant Captis a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

The Services provided by Captis may contain links to third-party web sites or services that are not owned or controlled by Captis.

Captis has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Captis shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Captis strongly advises you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Suspension & Termination

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of the Captis websites or services. When a breach of this policy has occurred Captis may take such action as deemed appropriate by Captis.

Failure to comply with these Terms and Conditions constitutes a material breach of the Site Terms upon which you are permitted to use our site and may result in Captis taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Captis websites and services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as Captis reasonably deems necessary.
- Captis excludes liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and Captis may take any other actions reasonably deemed appropriate by Captis.

Returns

No returns are allowed – all transactions are final after submission.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Captis and any of its suppliers under any provision of this Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if you haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall Captis or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third- party hardware used with the Services, or otherwise in connection with any provision of this Terms), even if Captis or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Services are provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Captis, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Captis provides no warranty or undertaking, and makes no representation of any kind that the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any

performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Captis nor any of Captis's provider makes any representation or warranty of any kind, express or implied:

- i. as to the operation or availability of the Service, or the information, content, and materials or products included thereon,
- ii. that the Service will be uninterrupted or error-free,
- iii. as to the accuracy, reliability, or currency of any information or content provided through the Services,
- iv. that the Services, its servers, the content, or e-mails sent from or on behalf of Captis are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Fraud Prevention, Fraud Screening and Age and Identity Verification Checks

By confirming your order, including by taking the positive step of ticking the relevant box on our website, you will be indicating that you have read, understood and agree to these e-commerce terms and conditions and that you explicitly consent to your public-facing information being used by us, its third-party service providers and Fraud Prevention Agencies (as further described below) for the following purposes. You should not confirm your order unless you consent to this use of your personal information. If you have any questions at all about this, please contact us at generalinfo@captisintel.com before you proceed with your purchase.

Your personal information including your full name and address, your bank account and card payment details and your sensitive personal data will be used for fraud prevention, fraud screening and age and identity verification purposes. This personal information may be disclosed to and used by fraud prevention agencies (“FPAs”) for all such purposes and those agencies may keep a record of it where permitted by the laws of the United States of America. This personal information may also be disclosed to third parties providing fraud prevention, fraud screening and age and/or identity verification services used by us.

As part of this, we may check the following records about you:

- our own records;
- records held by third parties providing services to us;
- records at fraud prevention agencies (FPAs).

The checks described above may include assessing and verifying identities to prevent and detect fraud. The information we obtain from third parties providing services to us and FPAs will help

us to decide whether we are willing to accept payments from you through our website(s) and whether to complete the payment process through our website(s).

As explained above, personal information about you may be sent by us to FPAs and recorded by them. In addition, we may give details of the payments you make to FPAs. All such information may be supplied by the FPAs to other organizations in order that they may perform similar fraud prevention, fraud screening and age and identity verification checks against you, including as part of online transactions and otherwise. Records remain on file for up to 6 years after checks are carried out.

If you give us false or inaccurate information about yourself and if we suspect fraudulent payments and/or identity fraud we will record this and may also pass this information to FPAs and other organizations involved in crime and fraud prevention. We and other organizations may access and use information which relates to you and which is recorded by FPAs in other countries.

This section constitutes a short form explanation about how your personal information may be used by us in conjunction with the FPAs. If you would like to obtain full details about this, please contact us at generalinfo@captisintel.com.

Disputes & Governing Law

The laws of the State of Nevada, excluding its conflicts of law rules, shall govern these Terms and Conditions and your use of the Services. Any dispute relating in any way to your visit to the Websites or to products you purchase through the Website will be subject to the jurisdiction of the State of Nevada. Your use of the Services may also be subject to other local, state, national, or international laws.

Disputes Resolution

If you have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by contacting Captis.

For European Union (EU) Users

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If you are a U.S. federal government end user, the Captis Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that:

- i. You are not located in a country that is subject to the United States government embargo or that has been designated by the United States government as a "terrorist supporting" country,
- ii. You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if Captis have made them available to you on the Services. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

Captis reserves the right, at the sole discretion of Captis, to modify or replace these Terms and Conditions at any time. If a revision is material Captis will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of Captis.

By continuing to access or use the Captis Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms and conditions, in whole or in part, please stop using the website and the Services.

Contact Us

If you have any questions about these Terms and Conditions, you can contact Captis by email at generalinfo@captisintel.com.