

IVALT, INC. PRIVACY POLICY & EULA

This Privacy Policy (“Policy”) describes how iVALT, Inc. and its related companies (“Company”) collect, use and share personal information of users in the use of its WordPress plug-in and authentication services.

WHAT WE COLLECT

The Company may collect information about you in several ways.

Information You Give Us. The Company may collect your name, email address, website URL and mobile phone number, as well as any other information you directly give us in the course of using our plug-in and services. This information may be collected from the Company’s WordPress plug-in or through registering and enrolling on the associated mobile application made available by the Company.

Information We Collect from Our Mobile Application. The Company collects your mobile number and facial profile information on the Company’s mobile application you download in the course of setting up the WordPress authentication services. This information is collected separately from WordPress and is stored on your mobile phone. The Company collects and/or store biometrics information on our remote server or any other 3rd party location. Company will make its best efforts for the security of the biometric information stored on the server.

USE OF PERSONAL INFORMATION

The Company may use your personal information as follows:

- The Company uses your personal information to enable and provide enhanced authentication services for your WordPress website.
- The Company may use your personal information to inform you of changes in our services and ask for your opinions in making our services better or for your recommendations of other services you might find valuable that could be delivered by the Company.

SHARING OF PERSONAL INFORMATION

We may share personal information as follows:

- The Company may share personal information for legal, protection, and safety purposes.
 - We may share information to comply with laws.
 - We may share information to respond to lawful requests and legal processes.
 - We may share information to protect the rights and property of the Company, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.
 - We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.
- The Company may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or other business transaction.
- The Company may share information with those who need it to do work for us.
- The Company will only share information for Marketing with your consent.

INFORMATION CHANGES

All information the Company collects from you can be modified within the WordPress dashboard or through the associated mobile application on your mobile phone. You may “opt-out” at any time by discontinuing the use of the Company’s WordPress plug-in and deleting the Company’s mobile application from your mobile phone.

CHANGES TO THIS PRIVACY POLICY. We may change this Policy. If we make any changes, we will change the Last Updated date above.

ACCEPTANCE OF TERMS. By using the Company’s authentication service for WordPress, you are hereby accepting the terms of this Policy. If you are not in agreement with the Policy and its terms and conditions, please refrain from use of the Company’s services immediately and “opt-out” within WordPress and delete the associated Company mobile app. If you continue using the Company’s services following the posting of changes or updates to this Privacy Policy, your use shall mean that you are in agreement with such changes.

SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and("Distributor") for the software product identified above, which includes computer software and may include associated hardware, media, printed materials, and other "online" or electronic documentation ("SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms and conditions of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE.

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

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2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS. All title, ownership rights and intellectual property rights in and to the SOFTWARE and any and all copies thereof are owned by Distributor or its licensors. This SOFTWARE is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This SOFTWARE contains certain licensed materials and Distributor's licensors may protect their rights in the event of any violation of this EULA. Therefore, you must treat the SOFTWARE like any other copyrighted material.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a. Limitations on Reverse-Engineering, Decompilation, and Disassembly. You may not reverse-engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- b. Rental. You may not rent or lease the SOFTWARE.

- c. Software Transfer. You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must include all prior versions of the SOFTWARE.
- d. Termination. Without prejudice to any other rights, Distributor may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must immediately destroy all copies of the SOFTWARE and all of its component parts.
- e. YOU SHALL NOT:
 - (a) Use the SOFTWARE, or permit use of the SOFTWARE, on more than one computer, computer terminal, or workstation at the same time.
 - (b) Make copies of the SOFTWARE or any part thereof, or make copies of the materials accompanying the SOFTWARE.
 - (c) Sell, rent, lease, distribute or otherwise transfer the SOFTWARE, or any copies of the SOFTWARE, in whole or in part.

4. EXPORT RESTRICTIONS. You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (a) the SOFTWARE or related documentation and technical data, or process, or service that is the direct product of the SOFTWARE, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

5. MISCELLANEOUS

- a) This EULA is governed by the laws of the State of Illinois, United States of America.
- b) NO WARRANTIES. To the maximum extent permitted by applicable law, Distributor expressly disclaims any warranty for the SOFTWARE. The SOFTWARE and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the SOFTWARE remains with you.

- c) **LIMITATION OF LIABILITY.** Distributor's entire liability and your exclusive remedy under this EULA shall not exceed the purchase price of the SOFTWARE.
- d) **NO LIABILITY FOR DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Distributor or its licensors be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, the SOFTWARE, even if Distributor has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
- e) **INJUNCTION.** Because Distributor would be irreparably damaged if the terms and conditions of the EULA were not specifically enforced, you agree that Distributor shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this EULA, in addition to such other remedies as Distributor may otherwise have under applicable laws.
- f) **INDEMNITY.** You agree to indemnify, defend and hold Distributor, its licensors, partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the SOFTWARE pursuant to the terms of this EULA.
- g) **U.S. GOVERNMENT RESTRICTED RIGHTS.** The software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government sub-contractor is subject to the restrictions set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is [DISTRIBUTOR'S NAME AND ADDRESS].