

# Terms of Service

LAST UPDATED DATE: OCTOBER 22, 2021

First Mile Group, Inc., d/b/a First Mile Group (“Alloy” or “we”) provides identity verification and other related tools and services. These offerings are provided by First Mile Group through an application programming interface (the “Application”) and at the Internet site [www.alloy.com](http://www.alloy.com) (the “Site” and, together with any related software, tools and services provided in connection with the Application or Site, the “Alloy Service”). Please read carefully the following terms and conditions (“Terms of Service”) and our Privacy Policy, which may be found on our website at <https://www.alloy.com/privacy> and which is incorporated herein by reference into these Terms of Service. These Terms of Service govern your access to and use of the Alloy Service and all Site Content and constitute a binding legal agreement between you and Alloy.

YOU ACKNOWLEDGE AND AGREE THAT, BY REGISTERING FOR AN ALLOY ACCOUNT, CLICKING ANY APPLICABLE “ACCEPT TERMS” BUTTON, ACCESSING OR USING THE APPLICATION OR ANY APPLICATION UPGRADES, OR ACCESSING OR USING THE ALLOY SERVICE, OR BY DOWNLOADING, SUBMITTING OR POSTING ANY CONTENT FROM OR ON OR THROUGH THE Alloy Service, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE ALLOY SERVICE OR SITE CONTENT. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such

event, “you” and “your” will refer and apply to that company or other legal entity.

#### Definitions

“Content” means text, graphics, photos, software, audio, video, information or other materials.

“Corporate Member” means a Member that is a company or other legal entity, rather than an individual.

“First Mile Group Content” means Content that First Mile Group makes available through the Site or Alloy Service, including any Content licensed to First Mile Group from a third party, but excluding Member Content.

“Member” means a person or entity who completes Alloy’s account registration process, as described under “Account Registration” below.

“Member Content” means Content that a Member uploads, submits or transmits to be processed through the Alloy Service.

“Site Content” means First Mile Group Content and Member Content.

#### Modification

First Mile Group reserves the right, at its sole discretion, to modify, discontinue or terminate the Alloy Service or to modify these Terms of Service, at any time and without prior notice. If we modify these Terms of Service, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms of Service or on the Site or Application. By continuing to access or use the Alloy Service after we have posted a modification on the Site or Application or have provided you with notice of a modification, you are indicating that you agree to be bound

by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Alloy Service.

Certain portions of the Alloy Service may, or may in the future, have different terms and conditions posted on the Site or may require you to agree with and accept additional terms and conditions. First Mile Group may, in its sole discretion, make premium or different applications, software or services available to you that are subject to different terms and conditions and narrower licenses than as set forth herein. If there is a conflict between these Terms of Service and terms and conditions posted for a specific portion of the Alloy Service, the latter terms and conditions shall take precedence with respect to your use of or access to that portion of the Alloy Service.

#### Eligibility

By accessing or using the Alloy Service you represent and warrant to First Mile Group that: (i) you are of legal age to form a binding contract; (ii) all registration information you submit is accurate, current and complete; (iii) you will maintain the accuracy and completeness of such information; (iv) if you are accepting these Terms of Service on behalf of a company or other legal entity, you have the authority to bind that company or legal entity to these Terms of Service. You also certify that you are legally permitted to use and access the Alloy Service and take full responsibility for the selection and use of and access to the Alloy Service. These Terms of Service are void where prohibited by law, and the right to access the Alloy Service is revoked in such jurisdictions.

#### Privacy

See Alloy's Privacy Policy at <https://www.alloy.com/privacy> for information and notices concerning Alloy's collection and use of personal information.

#### Account Registration

In order to access the Alloy Service, you must register to create an account ("Account") and become a Member. When registering with First Mile Group you agree to: (a) provide true, accurate, current and complete information about yourself (or, if applicable, the Corporate Member you represent) as prompted by the Alloy Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Alloy Service (or any portion thereof).

You may not authorize any third party (other than, if applicable, the employees, consultants or agents of the Corporate Member you represent) to access or use the Alloy Service on your behalf. You are responsible for maintaining the confidentiality of the user ID and password, and are fully responsible for all activities that occur under your user ID or password. You agree to immediately notify First Mile Group of any unauthorized use of your user ID or password or any other breach of security. First Mile Group cannot and will not be liable for any loss or damage arising from any unauthorized use of your account.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, First Mile Group will use this email address to send you

notifications about product updates and improvements, company news and events.

#### Fees and Payment

Users will be responsible for paying agreed-upon fees for the Service. The Service is billed on a monthly basis and all fees paid for the Alloy Service are non-refundable and non-transferable except as expressly provided in these Terms of Service. All fees and applicable taxes, if any, are payable in United States dollars. You are solely responsible for the payment of, and shall pay when due, all applicable sales and use taxes and similar fees now in force, enacted or imposed in the future on the delivery of Alloy Service and/or any related transactions (except for taxes assessed on Alloy's net income or personal property).

If your use of the Alloy Service is subject to a recurring subscription fee, your Alloy Service subscription will automatically renew, unless we terminate it, or you notify us by telephone or email ([founders@alloy.co](mailto:founders@alloy.co)) of your decision to terminate your current Alloy Service subscription. You must cancel any such Alloy Service subscription before it renews in order to avoid billing of subscription fees for the renewal term. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

#### License granted by Alloy

Subject to your compliance with these Terms of Service, First Mile Group grants you a limited non-exclusive, non-transferable license to access and use the Alloy Service solely for your internal business use.

#### Intellectual Property

Alloy Service. First Mile Group shall own and retain all right, title, and interest in and to the Alloy Service (except for any licensed content

and software components included therein). Member agrees not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, alter, modify, or create derivative works of the Alloy Service or otherwise use the Alloy Service in any way that violates the use restrictions contained in these Terms of Service. First Mile Group does not grant to Member any license, express or implied, to the intellectual property of First Mile Group or its licensors. First Mile Group does grant to Member the license to make copies. Member further acknowledges and agrees that any information regarding the design, “look and feel”, specifications, components, functionality or operation and payment terms and pricing (if applicable) of the Alloy Service is considered the confidential and proprietary information of First Mile Group (collectively “First Mile Group Confidential Information”).

**Member Data.** Subject to the section below labeled “Assignment of Certain Member Data”, Member shall retain all right, title and interest in and to (a) all graphics, images, files, data and other information transmitted by Member to First Mile Group in connection with its use of the Alloy Service and (b) reports and other materials generated by the Alloy Service following such transmission (collectively, “Member Data”), provided, however, that Member hereby grants to First Mile Group a worldwide, royalty-free, non-exclusive license to use (i) Member Data solely for purposes of deriving insights, building models and otherwise maintaining and improving the Alloy Service and (ii) non-identifiable, anonymous, aggregated data regarding Member’s use of the Alloy Service compiled by First Mile Group solely for marketing purposes or distribution to third party research firms.

**First Mile Group Logos and Designs.** Alloy’s graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of Alloy’s in the U.S. and/or other countries. Alloy’s trademarks and trade dress may not be used, including as part of

trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without Alloy's prior written permission.

**Member Art.** Member shall retain all right, title and interest in and to all of Member's logos, promotional graphics and related marketing designs (collectively, the "Member Art"), provided, however, that Member hereby grants to First Mile Group a worldwide, royalty-free, non-exclusive license to use the Member Art, as well as Member's corporate and/or trade name, for purposes of fulfilling its obligations hereunder and marketing Alloy's products and services to third parties, subject to Member's right in each instance to approve the manner and form of such use (which approval shall be in writing and shall not be unreasonably withheld or delayed).

#### Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Alloy Service ("Feedback"). You may submit Feedback by emailing us at [founders@alloy.co](mailto:founders@alloy.co) or through the applicable section of the Alloy Service. You acknowledge and agree that all Feedback will be the sole and exclusive property of First Mile Group and you hereby irrevocably assign to First Mile Group and agree to irrevocably assign to First Mile Group all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Alloy's request and expense, you will execute documents and take such further acts as First Mile Group may reasonably request to assist First Mile Group to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

#### General Prohibitions

You agree not to do any of the following:

- Upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; or (vi) promotes illegal or harmful activities.
- Use, display, mirror or frame the Alloy Service, or any individual element within the Alloy Service, Alloy's name, any First Mile Group trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Alloy's express written consent;
- Access, tamper with, or use non-public areas of the Alloy Service, Alloy's computer systems, or the technical delivery systems of Alloy's providers;
- Attempt to probe, scan, or test the vulnerability of any First Mile Group system or network or breach any security or authentication measures;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as of privacy and publicity) of any other user of the Alloy Service or staff member of Alloy.
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by First Mile Group or any of Alloy's providers or any other third party (including another user) to protect the Alloy Service or Site Content;
- Attempt to access or search the Alloy Service or Site Content or download Site Content from the Alloy Service through the use of



any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by First Mile Group or other generally available third party web browsers;

- Use or disclose any First Mile Group Confidential Information, except as otherwise explicitly set forth herein.
- Use any meta tags or other hidden text or metadata utilizing a First Mile Group trademark, logo URL or product name without Alloy's express written consent;
- Use the Alloy Service or Site Content in any manner not permitted by these Terms of Service;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Alloy Service or Site Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Alloy Service or Site Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Alloy Service;
- Impersonate or misrepresent your affiliation with any person or entity;
- Except where required by applicable law or regulation, use the Alloy Service or Site Content in a manner that contributes to the discrimination or denial of services to an end user of your product or service on the basis of nationality or national origin;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual or entity to do any of the foregoing.

- First Mile Group will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. First Mile Group may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that First Mile Group has no obligation to monitor your access to or use of the Alloy Service, or to review or edit any Member Content, but has the right to do so for the purpose of operating the Alloy Service, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

#### DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Alloy Service, please notify Alloy's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:

An electronic or physical signature of a person authorized to act on behalf of the copyright owner; Identification of the copyrighted work that you claim is being infringed;

Identification of the material that is claimed to be infringing and where it is located on the Alloy Service;

Information reasonably sufficient to permit First Mile Group to contact you, such as your address, telephone number, and e-mail address; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and A statement, made under penalty of perjury, that

the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner. Alloy's Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Attention: Copyright Agent  
First Mile Group, Inc. d/b/a Alloy  
41 Elizabeth Street, Suite 501  
New York, NY 10013  
[founders@alloy.co](mailto:founders@alloy.co)

For clarity, only DMCA notices should go to the Alloy's Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to First Mile Group via [founders@alloy.co](mailto:founders@alloy.co).

Alloy Partner Center

The information presented on the Alloy Partner Center site may include content provided by third parties, and is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Partner Center, or by anyone who may be informed of any of its contents. Publication on the Partner Center does not imply any endorsement, recommendation, or approval by Alloy of any third-party product or service. The use of the word or term "Partner or Partners" on this site does not indicate or imply the existence of any partnership or agency relationship or any legal or fiduciary relationship of any kind between Alloy and any other company, or that such company is an affiliate of Alloy.

Links to Third-Party Websites

The Alloy Service may now or in the future contain links to third-party websites, advertisers, services, or resources that are not owned or controlled by Alloy. You acknowledge and agree that First Mile Group has no control over and is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, privacy policies, practices, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by First Mile Group of such websites or resources or the content, products, practices, privacy policies, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources. Additionally, your dealings with or participation in promotions of any third parties, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. You agree that First Mile Group shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. We encourage you to be aware of when you leave the Alloy Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. You expressly relieve First Mile Group from any and all liability arising from your use of any third-party website or services or third party content.

#### Termination and Account Cancellation

If you breach any of these Terms of Service, First Mile Group will have the right to suspend, disable or terminate your Account or terminate these Terms of Service, at its sole discretion and without prior notice to you. First Mile Group reserves the right to revoke your access to and use of the Alloy Service at any time, with or without cause. In the event First Mile Group terminates these Terms of Service for your breach, you will remain liable for any and all amounts due hereunder.

You may cancel your Account at any time by sending an email to [founders@alloy.co](mailto:founders@alloy.co).

#### Disclaimers

THE Alloy Service AND SITE CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, First Mile Group EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. First Mile Group MAKES NO WARRANTY THAT THE Alloy Service OR SITE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. First Mile Group MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, Alloy Service OR SITE CONTENT PURCHASED OR OBTAINED THROUGH THE Alloy Service OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE Alloy Service.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM First Mile Group OR THROUGH THE Alloy Service, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE Alloy Service. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU

COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE Alloy Service.

#### Indemnity

You agree to defend, indemnify, and hold Alloy, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Alloy Service, or your violation of these Terms of Service, including breach of any representations or warranties herein.

#### Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE Alloy Service AND SITE CONTENT REMAINS WITH YOU. NEITHER First Mile Group NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE Alloy Service OR SITE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, Alloy Service INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR Alloy Service, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF Alloy Service OR FROM THE USE OF OR INABILITY TO USE THE Alloy ServiceS OR SITE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE Alloy Service OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE Alloy Service, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT First Mile Group HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ALLOY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF Alloy Service OR FROM THE USE OF OR INABILITY TO USE THE Alloy Service OR SITE CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO First Mile Group FOR USE OF THE Alloy Service OR CONTENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN First Mile Group AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in the Southern District of New York and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

#### Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between First Mile Group and you

regarding the Alloy Service and Site Content, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between First Mile Group and you regarding the Alloy Service.

#### Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without Alloy's prior written consent. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. First Mile Group may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: by First Mile Group (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

#### General

The failure of First Mile Group to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Alloy. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any



reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

Contacting Alloy

If you have any questions about these Terms of Service, please contact First Mile Group at [founders@alloy.co](mailto:founders@alloy.co) or 41 Elizabeth Street, Suite 501, New York, NY 10013