

AXIAD TERMS OF USE ADDENDUM FOR AXIAD CONFIRM SERVICE

This is an Addendum to the Axiad IDS, Inc. (“Axiad”) Terms of Use posted on the Axiad website at [axiad-conductor-terms-of-use](#) and agreed to between Axiad and Customer and forms part of the Agreement. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Terms of Use.

WHEREAS, Axiad and Customer have agreed to the Axiad Terms of Use; and

WHEREAS, Axiad and Customer wish to supplement the Terms of Use in accordance with and subject to the terms of this Addendum.

Accordingly, and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Interpretation and Precedence.** In the event of a conflict between the main body of the Terms of Use and this Addendum or to the extent the provisions of one document, concerning particular subject matter, are inconsistent with or contradictory to the provisions of the other document, the terms of this Addendum shall apply and take precedence.
2. **Additional Provisions.** The Terms of Service are hereby amended by including the following additional provisions as a material and integral part of the Agreement:
 - A. Customer agrees and acknowledges that Customer is responsible for obtaining and has obtained all permissions and consents required for the collection and use of any personally identifiable information utilized in the delivery of the Axiad Confirm Service required by applicable: (a) biometric information privacy laws, rules, and regulations; (b) consumer privacy laws, rules, and regulations; and (c) any other laws, rules, and regulations relating to the collection, processing, and/or storage of any personally identifiable information. In addition, and subject to Axiad’s compliance with applicable laws and regulations, each contract or related type of agreement entered into between Customer and each of its customers for the use of Axiad Confirm Service shall include the: (i) right for Axiad and its Third Party Service providers and suppliers to use, reproduce, modify, create derivative works from, distribute, perform, transmit, and display User information (including any rights specifically pertaining to biometric information) necessary to develop, provide, and/or improve the Services, including the right for Axiad and its Third Party Service providers and suppliers to grant equivalent rights to its or their service providers that perform services that form part of or are otherwise used to provide or perform the Axiad Confirm Service; (ii) the right for Axiad and its Third Party Service providers and suppliers to perpetually and irrevocably use the User information, and data derived from Customer’s use of the Axiad Confirm Service, in an anonymized, aggregated, or other form that does not include personally identifiable information or information identifying Customer or any of its Users, to compile statistics regarding the Axiad Confirm Service or any other services provided by Axiad and to develop and improve the Services; and (iii) the right for Axiad and its Third Party Service providers and suppliers to use the User information to develop and improve the Services including through machine learning techniques and/or to protect against fraudulent or illegal activity.
 - B. Customer agrees and acknowledges that: (i) each Axiad Confirm Service verification may only be used for one User and for the User session in which it was initially requested; and (ii) Customer will not store, compile, or develop a database of such verification results for any purpose other than to maintain historical records.
 - C. In the context of using the Axiad Confirm Service, Customer agrees and acknowledges that Customer is carrying out the role of data controller with respect to any User information and Axiad or its Third Party Service provider or supplier is acting as a data processor for Customer.