

# **CONSENT AGREEMENT TO ALLOW CRYPTON TO COLLECT PERSONAL INFORMATION AND/OR BIOMETRIC INFORMATION**

## **I. INTRODUCTION AND PRIVACY STATEMENT**

CryptonMobile ("Crypton") uses its CryptoVerifi service to assist its customers in verifying the identity of end users of its customer's products. This is managed through the use of trusted identity verification software that utilizes personal and biometric information to verify the identity of end users for its customers. Crypton may collect, store, use and/or transmit personal or biometric data during the course of conducting its operations and of providing products or services to clients and client employees. With respect to personal and biometric data collected, stored, used and/or transmitted by Crypton and/or its customers, to the extent required by law, Crypton and/or its customers will obtain written authorization from each individual prior to the collection of such data. Crypton and/or its customers will collect, store, use and/or transmit any personal or biometric data solely for identity verification, workplace security, and fraud prevention. Neither Crypton nor its customers will sell, lease or trade any biometric data that it receives from clients or client employees as a result of their use of Crypton's services.

## **II. NOTICE AND CONSENT**

This Notice and Consent for the collection of Personal and/or Biometric Information ("Consent") describes how Crypton collects and processes certain categories of Personal Information in connection with the Services provided by Crypton ("Services"). By providing your consent you acknowledge and agree that you have been provided with, and agree to be bound by the terms and conditions outlined herein. Please carefully review the details below prior to consenting to our collection and use of your information. Please note that once consent has been provided for the collection and processing of your information as part of your verification it may not be revoked where it is required to complete the transaction for which it was collected, or to complete the verification Services.

## **III. WHAT CONSTITUTES PERSONAL AND BIOMETRIC INFORMATION**

In order to verify your identity, Crypton must collect your Personal Information and or Biometric Information ("Information"). The specific categories of Personal Information or Biometric Information that may be collected through your use of Crypton Services may vary, however some examples of Personal Information collected include name, address, date of birth, social security number, driver's license, passport, or state ID card numbers. Biometric Information is a form of Personal Information related to biometric characteristics which may be used to identify you. Common examples include fingerprints, voiceprints, and facial geometry recognition. Crypton will never sell, rent, or trade any of the information collected as outlined herein.

## **IV. HOW DOES CRYPTON USE YOUR PERSONAL AND BIOMETRIC INFORMATION**

We use your Personal and Biometric Information only as follows: - To verify your identity when you are opening an account, using our Services, or interacting in any way with customers who are using our Services. - To authenticate your use of the Services for a transaction; - To prevent fraudulent uses of Crypton's Services or the creation of multiple accounts; - To comply with legal obligations or comply with a request from law enforcement or government entities where not prohibited by law.

## **V. DISCLOSURE OF YOUR INFORMATION**

Crypton will only share your Information with our customers as outlined in Section IV above. Additionally, disclosure could occur to comply with legal obligations, or to cooperate with law enforcement agencies concerning conduct or activity that Crypton reasonably believes may violate federal, state, or local law when required by a subpoena, warrant, or other court ordered legal action, and to

prevent harm, loss or injury to others. Disclosure may also occur to third party service providers that perform functions behalf of Crypton. These service providers are limited to using your Information to assist in our provision of Services, and must maintain any Information we share in a secure fashion.

## **VI. RETENTION OF INFORMATION**

Crypton collects and processes your Information in order to verify your identity and help prevent fraud. Your Information is retained in line with Crypton's obligations to our partners, with the specific retention periods determined by the first partner with whom a user first verifies their identity (e.g., an auto dealership, a loan company, etc.) Certain partners may require this information to be purged within twenty-four (24) hours following a successful verification, other partners may require a longer retention period. The Information will be stored until (a) the initial purpose for collecting or obtaining such Information has been satisfied; or (b) until you request the Information be deleted. You may request the deletion of Information submitted during your verification by submitting a request to Crypton at the following email address: support@cryptonmobile.com. Deletion of your Information may take up to seven (7) days and will not impact the validity of your credential or verified status, and will be subject to the provisions outlined in Section II above. Crypton reserves the right to retain this information as needed to comply with our legal obligations, including warrants, subpoenas or other court orders, or to help prevent fraud.

## **VII. STORAGE AND SECURITY OF INFORMATION**

Crypton is committed to protecting your information. Crypton has adopted technical, administrative, and physical security procedures to help protect your information from loss, misuse, unauthorized access, and alteration. Please note that no data transmission or storage can be guaranteed to be 100% secure. To safeguard your Information, we implement security measures such as encryption, firewalls, and intrusion detection and prevention systems.

## **VIII. GENERAL LEGAL PROVISIONS**

You expressly agree that your respective rights and obligations shall be determined by the terms of this Agreement. This Agreement will be construed in accordance with and governed by the laws of the State of Georgia. You hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement shall be determined by arbitration in Augusta, Georgia before one arbitrator in accordance with the arbitration rules of the American Arbitration Association then in force. Any award rendered therein shall be final and binding upon each and all of the partners, and judgment may be entered thereon in any court having jurisdiction thereof.

## **IX. ACCEPTANCE**

You will be asked to acknowledge your acceptance of these terms by checking the box before you are able to continue with your application. In doing so, you are confirming that you are authorized to provide the personal details presented and that you consent to your personal Information being checked by Crypton for the purpose of confirming your identity, and that the Information you provided may be given to the third-party partner of Crypton that you are entering into an agreement with for services. Furthermore, you consent for details and results from this identity verification to be stored for audit and compliance purposes with Crypton.