

## Disclaimers IDsure.io

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We will use reasonable skill and care in providing our services to you and in keeping it a safe, secure, and error-free environment, but we do not guarantee that our services will always function without disruptions, delays, or imperfections. You use our services at your own risk and subject to the following disclaimers. We are providing our services on an "as is" basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error free, secure, or safe, or that our services will function without disruptions, delays, or imperfections. We do not control and are not responsible for, controlling how or when our users use our services or the features, services, and interfaces our services provide. We are not responsible for and are not obligated to control the actions or information (including content) of our users or other third parties. You release us, our subsidiaries, affiliates, and our and their directors, officers, employees, partners, and agents (together, the "App parties") from any claim, complaint, cause of action, or controversy (together, "claim") and damages, known and unknown, relating to, arising out of, or in any way connected with any such claim you have against any third parties. Your rights with respect to our services are not modified by the foregoing disclaimer if the laws of your country of residence, applicable as a result of your use of our services, do not permit it. if you are a United States resident, you waive California civil code §1542, which says: a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

### **Limitation of liability**

Our aggregate liability relating to, arising out of, or in any way in connection with our terms, us, or our services shall be limited to losses that are a reasonably foreseeable consequence of such breach (except in relation to death, personal injury, or fraudulent misrepresentation) and will not exceed the amount you have paid us in the past twelve months. Your rights with respect to our App are not modified by the foregoing limitation if the laws of your country of residence, applicable as a result of your use of our services, do not permit it.

### **Indemnification**

If anyone brings a claim ("third party claim") against us related to your actions, information, or content on our App, you will, to the extent permitted by law, indemnify and hold the App parties harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our services, including information provided in connection therewith; (b) your breach of our terms or of applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any third party claim. Your rights with respect to our App are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our services, do not permit it.