

Last updated on: May 17, 2023

Welcome to Passage. We are truly excited to have you aboard!

By signing up for a Passage Account (as defined in Section 1(c) below) or by using any Passage Services (as defined in Section 1(a) below), you are agreeing to be bound by the following terms of Service (the “**Terms**”).

As used in these Terms, “**we**”, “**us**”, “**our**” and “**1Password**” means Agilebits Inc. dba 1Password, and “**you**” or “**Customer**” means the person creating a Passage Account (if registering for or using the Passage Service as an individual), or your business employer (if registering for or using the Passage Service as a business) and any of its affiliates.

These Terms govern your acquisition and use of Passage Services. Capitalized terms have the definitions set forth herein. These Terms apply to the access and use of either free or paid versions of the Passage Services.

These Terms describe our commitments to you, and your rights and responsibilities when using our Passage Services. Please read them carefully. If you don’t agree to these Terms, don’t use the Passage Services.

The Passage Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

If you are entering into these Terms on behalf of an entity, such as the company you work for, then you represent to 1Password that you have the legal authority to bind the Customer to these Terms.

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms, including the Passage Privacy Policy available [here](#) (“**Privacy Policy**”).

1. Passage Services and Account Registration.

(a) 1Password shall provide all Passage products and services, including, without limitation, its identity verification platform as a service offering, to Customer (the “**Passage Services**”) in accordance with these Terms.

(b) 1Password may modify the Passage Services as it determines necessary to reflect changes in technology and information security practices. 1Password may require Customer to utilize software updates in order to continue using some or all of the Passage Services.

(c) You must open a Passage account with 1Password (an “**Account**”) to use the Passage Services. During registration, we will ask you for information, which may include your name, email address and other personal information. You must provide accurate and complete information in response to our questions and keep that information current. We reserve the right to suspend or terminate the Account of any Customer who provides inaccurate, untrue or incomplete information or who fails to comply with the account registration requirements. We do not send emails asking for your usernames or passwords.

(d) At the time of Account creation, you will select whether you want to use “**Passkey Select**” or “**Passkey Complete**”. Product features for Passkey Select and Passkey Complete can be found

[here](#), and both are included within the Passage Service. You may change which Passage Service you use at any time from within your Account. 1Password reserves the right, in its sole discretion, to update, remove, or amend product features within the Passage Service at any time and without notice.

(e) You acknowledge that 1Password will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“**Primary Email Address**”). You must monitor the Primary Email Address you provide to 1Password, and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with 1Password can only be authenticated if they come from your Primary Email Address.

(f) The Services are not directed to children. You’re not allowed to access or use our Passage Services if you’re under the age of 13 (or 16 in Europe), or the relevant age in your jurisdiction required to use our Passage Services. If you register as a user or otherwise use our Passage Services, you represent that you’re at least 13 (or 16 in Europe). You may use our Passage Services only if you can legally form a binding contract with us. In other words, if you’re under 18 years of age (or the legal age of majority where you live), you can only use our Passage Services under the supervision of a parent or legal guardian who agrees to the Terms.

(g) In cases where you have allowed a minor to use the Passage Service, you recognize that you are fully responsible for: (a) the conduct of such minor; (b) controlling the minor's access to and use of the Passage Services.

(h) You are fully responsible for all activity that occurs under your Account, including for any actions taken by persons to whom you have granted access to your Account. You’re also fully responsible for maintaining the security of your Account. We’re not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions.

2. Fees, Payment and Taxes.

(a) The Passage Service is based on the number of monthly active users (“**MAU**”) operating on your Account and whether you are using Passkeys Select or Passkeys Complete. The Passage Service becomes a paid service per MAU once you exceed the thresholds established on the [Passage Service Pricing Page](#). You will be billed monthly in arrears based on the MAU usage on your Account (“**Billing Cycle**”). You will pay any fees applicable to your usage of the Passage Service (“**Usage Fees**”) and any other applicable fees. You may cancel your Account at any time either through your online account management page or by contacting our Customer Support Team. Usage Fees incurred are non-refundable.

(b) Sales, promotions, and other special discounted pricing offers are temporary for the period specified. If you received a discount or other promotional offer, 1Password shall have the right at the end of the applicable discounted period, to, automatically and without notice, charge you Usage Fees based on MAUs.

(c) If you have MAU in excess of the free tier of the Passage Service, you must keep a valid payment method on file with 1Password to pay for all incurred and recurring Usage Fees. 1Password will charge applicable Usage Fees to any valid payment method that you authorize (“**Authorized Payment Method**”), and 1Password will continue to charge the Authorized

Payment Method for any applicable Usage Fees until the Passage Services are terminated, and any and all incurred Usage Fees have been paid in full. Unless otherwise indicated, all Usage Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.

(d) 1Password may in its sole discretion and at any time, modify the Usage fees for the Passage Services. Any Usage Fee change will become effective in the month immediately following the month in which they are posted. Your continued use of the Passage Service after the effective date of any change to the Usage Fees constitutes your agreement to pay the modified Usage Fees.

(e) All Usage Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future (“**Taxes**”). You are responsible for all applicable Taxes that arise from or as a result of your subscription to the Passage Services. To the extent that 1Password charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Usage Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to 1Password of your exemption.

3. Your Content.

(a) Your “**Content**” includes any files, documents, or similar data that you upload, store, retrieve, or input to the Passage Services, either manually or through a function of the Passage Services. You grant 1Password a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, and store your Content solely as necessary for 1Password to provide you with the Passage Service. You represent, warrant, and agree that you have all necessary rights in your Content to grant this license.

(b) 1Password has a deep respect for your privacy. 1Password has significant organizational, administrative, and technical safeguards designed to protect your Content against any unauthorized access, loss, misuse, or disclosure.

(c) If your Account or any Passage Services related to your Account are canceled (whether at your request or at 1Password’s discretion), it may cause or result in the loss of certain content, features, or capacity of your Account, including any of your Content, data or other usage data retained therein (“**Capacity Loss**”). 1Password shall not be liable in any way for such Capacity Loss, or for saving a backup of your Account, or your Content. Please also note that additional fees may apply to re-activation of an Account and/or any Passage Services following their cancellation, as determined by 1Password in its sole discretion.

4. Customer's Obligations. Customer shall:

(a) cooperate with 1Password in all matters relating to the Passage Services, for the purposes of performing the Passage Services;

(b) respond promptly to any 1Password request to provide direction, information, approvals,

authorizations, or decisions that are reasonably necessary for 1Password to perform Passage Services in accordance with the requirements of these Terms;

(c) provide such Customer materials or information as 1Password may request to carry out the Passage Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects;

(d) obtain and maintain all necessary licenses and consents, provide all required notices, and comply with all applicable laws in relation to the Passage Services;

(e) not copy, modify, or create derivative works or improvements of the Passage Services;

(f) not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Passage Services to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(g) not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Passage Services, in whole or in part; or

(h) not access or use the Passage Services for purposes of competitive analysis of the Passage Services, the development, provision, or use of a competing software service or product or any other purpose that is to the 1Password's detriment or commercial disadvantage.

5. Customer's Acts or Omissions. If 1Password's performance of its obligations under these Terms is prevented, delayed or otherwise affected by any act or omission of Customer or its agents, subcontractors, consultants, or employees, 1Password shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such act or omission.

6. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to the Passage Services and all documents, work product, and other materials that are delivered to Customer under these Terms or prepared by or on behalf of 1Password in the course of performing the Passage Services (collectively, the "**Deliverables**"), except for any Confidential Information of Customer or Customer materials, shall be owned by 1Password. Subject to the terms of these Terms, 1Password hereby grants Customer a limited, non-exclusive, worldwide, non-transferable, non-sublicensable license to use the Intellectual Property Rights of 1Password to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Passage Services.

(b) Customer hereby grants to 1Password a non-exclusive, worldwide, fully paid-up, royalty-free, perpetual license to use Customer's Intellectual Property Rights, solely as necessary to perform the Passage Services and as otherwise may be agreed in writing by Customer. If Customer provides 1Password with any suggested improvements or enhancements to the Passage Services ("**Suggestions**"), then Customer hereby grants 1Password a non-exclusive, perpetual,

irrevocable, fully paid-up, royalty- free, worldwide, transferable license, with right to sublicense, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of the Suggestions.

7. Confidential Information.

(a) All non-public, confidential or proprietary information of 1Password, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by 1Password to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Passage Services and these Terms is confidential, and shall not be disclosed or copied by Customer without the prior written consent of 1Password. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to (i) protect and safeguard the confidentiality of such Confidential Information with at least the same degree of care that Customer would use to protect its own Confidential Information, but in no event with less than a reasonable degree of care; (ii) not use such Confidential Information of 1Password, or permit it to be accessed or used, for any purpose other than to make use of the Passage Services and Deliverables in accordance with the terms of these Terms, or in any manner to 1Password's detriment; and (iii) not disclose any such Confidential Information to any person, unless such person (A) needs to know such Confidential Information to assist Customer or act on its behalf, to exercise Customer's rights or perform its obligations under these Terms, (B) are informed by Customer of the confidential nature of the Confidential Information, and (C) are subject to confidentiality duties or obligations with respect to such Confidential Information that are no less restrictive than these Terms.

(c) In addition to any other remedies provided in these Terms or available under applicable law, 1Password shall be entitled to injunctive relief for any violation of this Section.

8. Representation and Warranty.

(a) 1Password represents and warrants to Customer that (i) it shall perform the Passage Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar Passage Services and shall devote adequate resources to meet its obligations under these Terms, and (ii) the Platform, in the form provided by 1Password, will conform in all material respects to its specifications.

(b) The 1Password shall not be liable for a breach of the warranty set forth in Section 8(a) unless Customer gives written notice of the defective Passage Services, reasonably described, to 1Password within thirty (30) days of the time when Customer discovers or ought to have discovered that the Passage Services were defective.

(c) Subject to Section 8(a), 1Password shall, in its sole discretion, either: (i) repair or re-perform such Passage Services (or the defective part); or (ii) credit or refund the price of such Passage Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 8(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND 1PASSWORD'S ENTIRE LIABILITY FOR ANY

BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

9. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a) ABOVE, 1PASSWORD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PASSAGE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PLEASE NOTE THAT CERTAIN PASSAGE SERVICES ARE CURRENTLY OFFERED IN THEIR BETA VERSION, AND UNDERGOING BETA TESTING. IN ADDITION TO THE AFORESAID, YOU UNDERSTAND AND AGREE THAT CERTAIN PASSAGE SERVICES MAY STILL CONTAIN SOFTWARE BUGS, SUFFER DISRUPTIONS AND NOT OPERATE AS INTENDED OR DESIGNATED. YOUR USE OF THE PASSAGE SERVICES AT THIS BETA STAGE SIGNIFIES YOUR AGREEMENT TO THE ABOVE AND TO PARTICIPATE IN SUCH PASSAGE SERVICES' BETA TESTING.

10. Limitation of Liability.

(a) IN NO EVENT SHALL 1PASSWORD BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT 1PASSWORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE OR ACCURACY OF THE PASSAGE SERVICES.

(b) IN THE ABSENCE OF NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, THE 1PASSWORD SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON, INCLUDING ANY PARTY CLAIMING BY, THROUGH OR ON BEHALF OF THE CUSTOMER, FOR ANY LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF ANY ERROR IN DATA OR OTHER INFORMATION PROVIDED (I) TO 1PASSWORD BY CUSTOMER, OR (II) TO CUSTOMER BY 1PASSWORD WITH THE PASSAGE SERVICES, OR OUT OF ANY INTERRUPTION OR DELAY IN THE ELECTRONIC MEANS OF COMMUNICATIONS USED BY THEM.

(c) IN NO EVENT SHALL 1PASSWORD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO 1PASSWORD PURSUANT TO THESE TERMS.

(d) The limitation of liability set forth in Section 10(c) above shall not apply to liability resulting from 1Password's gross negligence or willful misconduct.

11. Indemnification. Customer agrees to defend, indemnify, and hold harmless the 1Password, its affiliates, licensors, and 1Passwords, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims,

liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) a breach of applicable law, or (ii) its violation of these Terms or its use of the Passage Services, including, but not limited to any use of Passage Services other than as expressly authorized in these Terms.

12. Termination. In addition to any remedies that may be provided under these Terms, 1Password may terminate or suspend the Terms with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under these Terms;
- (b) has not otherwise performed or complied with any of the terms of these Terms, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Suspension. 1Password may terminate or suspend the Passage Services: (a) if 1Password considers it necessary to prevent or terminate any actual or suspected use of the Passage Services in violation of these Terms; (b) if Customer commits a material breach of these Terms, or (c) if there is a threat to the security and integrity of the hosted environment for the Passage Services. Suspension of Passage Services will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer's obligation to pay fees.

14. Effect of Termination. Upon any termination of these Terms, except as expressly otherwise provided in these Terms:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) Customer shall immediately cease all use of any Passage Services and promptly return to 1Password, or at 1Password's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on 1Password's Confidential Information; and
- (c) 1Password may disable all Customer access to the Passage Services; and
- (d) 1Password reserves the right to delete all your Content in the normal course of operation. Data may not be recoverable once your Account is terminated.

15. Third Party Services. You may be offered services, products and promotions provided by third parties and not by 1Password ("**Third Party Services**"). If you decide to use Third Party Services you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible for the performance of any Third Party Services. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by 1Password. Such third party websites are not governed by these Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Passage Services to a third party website, our Passage Privacy Policy is no longer in effect. Your browsing and

interaction on a third party website, including those that have a link in the Passage Services, are subject to that website's own terms, rules and policies.

16. Waiver. No waiver by 1Password of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by 1Password. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations of Customer to make payments to 1Password hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power, data transmission or transportation facilities; (i) cybersecurity incidents; or (j) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 16, either party may thereafter terminate these Terms.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of 1Password. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms. 1Password will be permitted to assign these Terms without notice to you or consent from you.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

22. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the New York (Manhattan), New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the email addresses set forth in your Account in the case of the Customer and to legal@agilebits.com in the case of 1Password. All email notices will be deemed delivered as of the date of transmission.

24. Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.

26. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

Agilebits Inc. dba 1Password
4711 Yonge Street, 10th Floor
Toronto, Ontario M2N 6K8