TERMS AND CONDITIONS

for **"Identyum ID Wallet" – service for managing storage and sharing of personal data and authentication** (hereinafter: Service), provided by IDENTITY CONSORTIUM ltd., a company registered in Croatia, with address at Trogirska ulica 2, Varaždin, registration number: 070166678, PIN: 44867795324 (hereinafter: "Identyum"), which service consists of creating, keeping, maintaining and managing a protected storage space for the User's personal data, managing the sharing of such stored personal data and the possibility of authentication (hereinafter: ID WALLET), and through the functionality available through the Identyum website or through Identyum mobile applications.

1.   DEFINITIONS

The following terms in these terms and conditions shall have the following meaning:

 "Agreement" means the legal agreement between Identyum and the User, and includes these Terms and Conditions, Privacy Policy and any additional terms and conditions for other services accepted by the User.

"Authentication" represents the process of confirming the Identyum of the User through various factors that the User uses to prove his ownership of a certain ID WALLET. Authentication factors represent personal data that uniquely refer (link) to a certain mechanism of authentication verification and are closely related to the User himself through ownership of the factor - something that the User has (e.g. mobile phone number, i.e. physical SIM card), knowledge - something what the User knows (eg PIN) or existence - something the User is (eg biometric face map).

"Biometric face map" represents mathematical, non-visual information about the features of the User's face, which were collected and derived using the method of artificial intelligence and non-reversible algorithms from the User's facial image.

"Business Day" means Monday to Friday, except public holiday in Croatia.

"Business Hours" mean 9:00am to 5:00pm GMT on a Business Day.

"Force majeure event" means a circumstance beyond the reasonable control of Identyum, including fires, floods, explosions, accidents, wars, strikes, embargos, civil and military authority, civil unrest, or any other event or circumstance occurred after execution of Agreement, that is not reasonably foreseeable.

"Identyum platform" is the Identyum cloud, i.e. SaaS ("Software-as-a-Service") through which the Service is provided to Users.

"Identyum services" are Identyum services that enable Users to use their ID WALLET for various purposes, for themselves or for third parties:

1. <u>IDENTIFY SERVICE</u> – enables the User to retrieve selected personal data from another User, which are in the ID WALLET of that other User, all in accordance with the special permission of that other User, which indicates exactly who and what data is requested from him. The said service is used by the User for the purpose of retrieving a selected subset of data from the ID WALLET of that other User;

2. <u>SIGN SERVICE</u> - enables the User to obtain a certificate for electronic signing, to electronically sign documents, whether their own or those submitted by third parties, and to send documents to third parties for electronic signature.

"ID WALLET" enables the User to store various sets of personal data in a secure manner, which the User can then share with third parties, all in the manner and under the conditions prescribed by these General Terms and Conditions, and which is managed exclusively by the User within the ID WALLET in question, thereby confirming their ownership of personal data stored in ID WALLET through authentication factors. Authentication factors for the ID WALLET are at least the following personal data: the ID WALLET PIN created by the User as the first authentication factor, and the biometric face map of the User or ID WALLET mobile application as the second factor.

"ID WALLET functionalities" represent individual functionalities that Identyum provides to the ID WALLET User, namely:

1. <u>Storage</u> of various sets of personal data in ID WALLET in a secure manner, which data is protected by authentication factors of the User, and which personal data especially includes various Identyum data, financial data, passwords, and among other things, certificates and corresponding private keys for various services, such as services for creating electronic signatures;
2. <u>Sharing of personal data</u> from your own ID WALLET with third parties, which is entirely at the discretion and control of the User, and the sharing of data from the ID WALLET is possible only on the basis of the User's express permission, in which it is indicated exactly with which third party and what personal data the User wants to share;
3. <u>Authentication</u> through own ID WALLET to third parties using some of the authentication factors specified by the User.

"ID WALLET mobile application" is a native mobile application available on Google Play Store and Apple App Store which enables the User to use ID WALLET functionalities. It is at the same time a ownership-based authentication factor based on the User's mobile device's secure element.

"**Intellectual Property Rights**" means all patents, copyright, database rights, design rights, know-how, (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world) and all rights of confidence, whenever and however arising for their full term and including all renewals and extensions.

"**Personal data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social Identyum of that natural person.

"**Privacy Policy"** means Privacy Policy set out on Identyum's Website which sets out how Identyum collects, use and shares User's Personal Data,

"Service" represents the service of creation, storage, maintenance and management of the User's ID WALLET by Identyum, in the manner and under the conditions prescribed by the General Terms and Conditions of Identyum.

"User" is a natural person who uses the Service of creation, storage, maintenance and management of the ID WALLET.

2. GENERAL PROVISIONS

2.1. These terms and conditions, together with the Privacy Policy are a legally binding agreement between Identyum and the User in relation to the Service (hereinafter: the "Agreement"), which Agreement is concluded when the User reads these General Terms and Conditions and the Privacy Policy and accepts them. It is especially noted that the User is considered to have accepted these General Terms and Conditions if, after reading them, he/she completed the registration process and created an ID WALLET with minimal authentication factors as specified in Article 1. of these General Terms and Conditions and accessed or used the Service through the Identyum website or through the Identyum mobile application. Before accepting the General Terms and Conditions and the Privacy Policy, the User will have the option to download the text file of the General Terms and Privacy Policy in PDF format to the hard drive of the device from which he/she accesses the Service, whereby by said acceptance the User also confirms that Identyum has provided him/her with all the necessary information before concluding the Agreement in accordance with the provisions of the Consumer Protection Act.

2.2. By accepting these General Terms and Conditions and the Privacy Policy, the User accepts the ID WALLET Service, as defined and described in Article 1. of these General Terms and Conditions, and creates an ID WALLET by defining a mobile phone number as his/her ID WALLET

identificator and PIN as his/hers ID WALLET's first authentication factor and either biometric face map or ID WALLET mobile application as his/hers second authentication factor, all in accordance with Article 1. of these General Terms and Conditions.

2.3. After creating an ID WALLET as described in article 2.2. of these General Terms and Conditions, the User can store other personal identification data such as first and last name, OIB, place of residence, other data from the User's identity card, and other personal data into his/her ID WALLET, all depending on the purposes for which the User wants to use his/her ID WALLET. It is specifically determined that the method, price and conditions of use of individual Identyum services are prescribed by special conditions for each individual Identyum service.

2.4. After creating an ID WALLET as described in article 2.2. and after storing other personal identification data as described in article 2.3. of these General Terms and Conditions, the User can request the issuance of multiple electronic identification means which are tied to the ID WALLET for authentication towards third-party services.

2.5. Each ID WALLET enables the User, through individual Identyum service, the following:
- adding new personal data, updating and deleting existing personal data in the ID WALLET by the User him/herself,
- sharing specific set of User's personal data from his/hers ID WALLET with third parties, based on the User's express order/permission given within ID WALLET,
- granting the right to third parties to store certain personal data of the User from the legal relationship of that third person with the User in the User's ID WALLET, based on the User's express order/permission given within the ID WALLET for a specific third person and legal relationship with that third person,
- authentication toward third-party services, either through ID WALLET authentication factors or through electronic identification means tied to the ID WALLET, with the possibility of using passwords and/or private keys for third-party services stored in ID WALLET,
- authentication during the process of electronic signing of documents using an electronic signature certificate whose private keys are stored in or bound to the User's ID WALLET, based on the User's authentication provided through the ID WALLET,
- an overview of the use of ID WALLET, namely: to which third party, when, in relation to which legal relationship and in relation to which data sets did the User grant the right of access to ID WALLET, then to which third party, when, in relation to which legal relationship and in relation to which data sets the User has given the right to enter personal data, whether the right to view/enter data was requested by a third party and allowed with the User's special permission, or the same was carried out at the express request of the User himself, etc.

2.6. The Agreement sets out all the conditions on which Identyum will provide its Service to the User.

2.7. Identyum may use Third party partners to provide the Service to the User as stipulated in these terms and conditions and in Privacy Policy.

3.   RIGHTS AND OBLIGATIONS OF USERS

3.1. User must be 18 or over to use the Service.

3.2. The ID WALLET Service is always free for Users, regardless of the way and frequency of use. Individual fees to be paid when using Identyum services are determined by the General Terms and Conditions of those Identyum services, and the price lists within the specified conditions. The user will be notified of any fees and charges for the use of the aforementioned Identyum services before using them, if such use is charged.

3.3. Users can access and use the Service only personally and this right is not transferable to any other person or entity, either by the User or by anyone else. Use of Services by any other person other

than the User is prohibited and the User is obligated to inform Identyum of any unauthorized use and/or breach of security as soon as the User became aware of it.

3.4. The User agrees to provide Identyum with information, which is accurate, and agrees not to misrepresent his/her Identyum or user information.

3.5. The User is solely responsible for the accuracy and up-to-dateness of the personal data contained in his/her ID WALLET, and undertakes to correct and change all incorrect and/or out-of-date data in an appropriate manner within the Identyum application without delay when he/she determines the same.

3.6. In order to be able to use the ID WALLET, User needs to meet the following minimal technical requirements:
- Device with a Google Chrome 96 or better, Apple Safari 15 or better, Microsoft Edge 95 or better Internet browser with an active internet link, a high definition camera and a SIM card with an active subscription
- for using ID WALLET mobile application, Android 5.1 or better or iOS 15 or better device

3.7. In order to be able to use ID WALLET as electronic identification means, User also needs to have a valid NFC-enabled identification document.

3.8. The User is entitled to access and use the service only and exclusively for lawful purposes.

3.9. The User is solely responsible for protecting the confidentiality of his/her personal security data, especially the ID WALLET PIN and ID WALLET mobile application as authentication factors, and in this sense the User undertakes to take all reasonable measures to protect the ID WALLET PIN and ID WALLET mobile application as authentication factors, as well as carefully guard the devices that manage the ID WALLET PIN and ID WALLET mobile application to prevent their damage, loss, theft, or misuse. Any loss, theft, knowledge of misuse or suspicion of misuse of the ID WALLET PIN or ID WALLET mobile application as authentication factors, knowledge or suspicion that an unauthorized person has found out the User's ID WALLET PIN or come into possession of User's ID WALLET mobile application, and knowledge or suspicion that an unauthorized person had access to any device that previously managed the ID WALLET PIN or ID WALLET mobile application, the User must immediately, without delay, either delete his/her ID WALLET via wallet.identyum.com web interface or notify Identyum by e-mail at support@identyum.com and at the same time request the deletion of ID WALLET.

3.10. The User shall not:
- Use any robot, crawler, scraper, deep link or other similar automated data-gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of it;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, crawlers, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Google Chrome);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

3.11. Identyum has the right at any time to suspend the execution of the Service for the User, and to delete the ID WALLET if it determines that the User is acting contrary to the provisions of this article, in which case the Agreement will be terminated in accordance with Article 12. of these General Terms and Conditions.

4.   THIRD PARTY PARTNERS

4.1.   The Service may provide website links and resources from Third parties partners. The use of third party products or services is governed by the terms and conditions of the relevant supplier. The content and operations of third party products and services is outside of control of Identyum, and Identyum is no responsible or liable for the products and services provided to the User by Third parties partners.

5.   NOTIFICATIONS AND ALERTS

5.1.   All necessary notifications will be sent to the User electronically either to the contact e-mail address that the User has indicated for this purpose in his/her ID WALLET (which address must be the User's individual e-mail address that is under the independent, exclusive and direct control of the User him/herself) or via ID WALLET mobile application notification system

5.2.   Identyum will send notifications to the User whenever there is a significant change to the Service, its terms or rules.

5.3.   The basic language of communication between the User and Identyum is Croatian. However, Identyum will ensure communication with the User in English, and if possible and available, in the official language of the User's country of residence.

6.   PRIVACY AND PERSONAL DATA

6.1.   The collection and use of the User's personal data through provision of Services is described in detail in Identyum's Privacy Policy, which Privacy Policy is part of the Agreement between the User and Identyum. The content of the Privacy Policy can be viewed here.

6.2.   By accepting these Terms and Conditions, the User confirms that he/she has read the Privacy Policy.

7.   COMPLAINTS POLICY

7.1.   Any complaint regarding the Services provided by Identyum under these Terms and conditions, the User can submit to Identyum through the Identyum website web form, to e-mail support@identyum.com, through the ID WALLET mobile application, or write directly to the Identyum address: Trogirska ulica 2, Varaždin, Croatia, explaining the nature of the complaint.

7.2.   Complaint regarding processing and storing of personal information should be submitted in accordance with the Privacy Policy.

8.   AVAILABILITY OF SERVICE DISCLAIMER

8.1.   User's access to and use of the Service may be interrupted from time to time for any of the several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Identyum, in its sole discretion, may elect to take.

9.   INTELLECTUAL PROPERTY RIGHTS

9.1.   The contents of the Identyum application, including text, graphics, images, logos and icons, photographs, editorial content, notices, software and other material is protected by copyright, trademark and other intellectual property rights. The content of the Identyum application and all intellectual property rights in the Service belong to or are validly licensed to Identyum. Identyum only grants the User the right to view and use the Service in accordance with these General Terms, and as a result the User may download or print a copy of the information

provided in the Service only for his personal, internal and non-commercial purposes. Any distribution, reprinting or electronic reproduction of any content of the Service in whole or in part for any other purpose is expressly prohibited without the prior written permission of Identyum.

10.   DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

10.1.   The content and all services and products associated with the Service or provided through the Service are provided to the User on an "as-is" and "as available" basis. Identyum makes no representations or warranties of any kind, express or implied, as to the content or operation of the Service. Identyum makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content of the Service, and expressly disclaim any warranties of non-infringement or fitness for a particular purpose. Identyum makes no representation, warranty or guarantee that the content that may be available through the Service is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

11.   LIMITATION OF LIABILITY

11.1.   To the extent permitted by law, Identyum shall not be responsible or liable to the User or to any third party, whether in contract, warranty, delict or tort (including negligence) or otherwise for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and/ or special, indirect or consequential damage arising in whole or in part from User's access to the Service, User's use of the Service or this Agreement, even if Identyum has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this agreement, Identyum's liability to the User for any cause whatever and regardless of the form of the action, will at all times be limited to 500,00 EUR (five hundred euros).

12.   TERMINATION OF THE AGREEMENT

12.1.   This Agreement will continue to apply until terminated by either the User or Identyum as set out forth.

12.2.   User can terminate this agreement at any time without any notice, by sending an e-mail to support@identyum.com with personal information (first name and last name). For security, Identyum will request the User to confirm the cancellation of the Agreement by using his/her ID WALLET authentication factors before the termination of the Agreement, after which the data of the User's accounts will be removed in accordance with and as explained in the Privacy Policy. The user can also cancel this Agreement by deleting the ID WALLET, and in the manner provided in the ID WALLET itself through the website wallet.identyum.com or through the ID WALLET mobile application.

12.3.   It is determined that the User's right to unilateral termination of the Remote Contract from Article 79 of the Consumer Protection Act is completely exhausted by the aforementioned right of termination in article 12.2. of this General Terms and Conditions.

12.4.   Identyum may at any time, terminate agreement with the User and delete his/her WALLET ID by sending a notification to the e-mail address provided by the User if:

- the User has breached any provision of this Agreement (or have acted in a manner which clearly shows that the User do not intends to, or is unable to comply with the provisions of this Agreement);
- if Identyum in its sole discretion believe they are required to do so by law (for example, where the provision of the Service to the User is, or becomes, unlawful).

12.5. The contracting parties agree that in the event of the termination of the Agreement between the User and Identyum, all electronic certificates issued to the User as part of the provision of the Service based on these General Conditions will automatically be revoked, regardless of the fact that it has not expired at that time, and Identyum undertakes to inform the User separately when sending e-mail from Article 12.2. or in the notice of termination from Article 12.3. of this Agreement.

12.6. The contracting parties agree that in case of termination of cooperation between Identyum and the issuer of electronic certificates issued as part of the provision of the Service based on these General Terms and Conditions, all electronic certificates issued to Users will automatically be revoked, regardless of the fact that they have not expired at that time, and of which Identyum undertakes to inform Users.

13. MODIFICATIONS TO THE AGREEMENT

13.1. Identyum may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website. The Agreement will always state the date it was last revised. The User is deemed to accepted and agreed to be bound by any changes to the Agreement when he/she uses the Service after those changes are posted.

14. GOVERNING LAW AND FORUM FOR DISPUTES

14.1. This Agreement and its interpretation shall be governed by the law of the Republic of Croatia, with the express exclusion of conflicting provisions on conflicts of law. Identyum and the User will try to resolve all disputes that may arise in connection with this Agreement peacefully, and if this is not possible, the jurisdiction of the court with actual jurisdiction according to the seat of Identyum is agreed to resolve such disputes.

15. MISCELLANEOUS

15.1. In the event that any provision of these General Terms and Conditions is subsequently determined to be invalid, this will not affect the validity of the other provisions of the General Terms and Conditions.

15.2. This Agreement represents the entire agreement between Identyum and the User, and excludes all previous oral or written agreements regarding the subject of this Agreement.

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