"iDenfy" Terms of Use

PLEASE, READ THESE GENERAL TERMS AND CONDITIONS, INCLUDING THE DATA PROCESSING AGREEMENT THAT IS PART OF THESE GENERAL TERMS AND CONDITIONS, VERY CAREFULLY. BY DOWNLOADING, ACCESSING OR USING THE "iDenfy" MATERIALS, CUSTOMER AGREES TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF CUSTOMER DOES NOT AGREE TO ALL OF THE BELOW TERMS, OR IF YOU ARE NOT ENTITLED TO REPRESENT THE CUSTOMER, DO NOT USE THE "iDenfy" MATERIALS AND/OR SERVICES.

These Terms of Use ("**Terms**") apply to your access to, and use of, the websites, mobile applications, software development kits and other products and services that have linked to these Terms (collectively, the "**Services**") offered by "iDenfy" ("**"iDenfy"**", "**we**" or "**us**"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with "iDenfy" for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you violate these Terms.

"iDenfy" reserves the right to change or modify these Terms at any time and in our sole discretion. If "iDenfy" makes changes to these Terms, we will provide notice of such changes, such as by providing notice through the Services, or by updating the "Last Updated" date at the top of these Terms. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure that you understand the terms and conditions that apply to your use of the Services. If you do not agree to any amended Terms, you must stop using the Services.

In the event of conflict between this Agreement and any other written agreement between you and "iDenfy" for the purchase of Services, the latter shall prevail.

1 The Service

"iDenfy" provides identity verification services for remote natural person identification. "iDenfy" provides services in separate packages:
- Freemium Version (version without the commercial agreement)
- Premium Version (version with the commercial agreement)
- Trust Service Version (version with the commercial agreement and compliant with eIDAS Regulation (EU) 910/2014 ("eIDAS")). Trust service policies are being applied in this package according to policies outlined in eIDAS Regulation (EU) 910/2014 ("eIDAS"), ETSI Standards 119 461, 319 401

2 Privacy and Data Processing

Please refer to our [Privacy Policy](#) for information about how "iDenfy" collects, uses, and discloses information about our identity verification services and the information collected on our website and platform.

Data Processing

"iDenfy" may process Personal Data on behalf of Customer in the context of the Terms. Insofar as "iDenfy" processes Personal Data on behalf of Customer within the context of this Agreement, Insofar as "iDenfy" will process Personal Data as a Controller, it will process personal data under the [privacy policy](#) available on the www.idenfy.com website.

"iDenfy" shall process Personal Data solely to perform the Services, in particular for the performance of Verifications. Details of the Processing are specified in the security policy on the www.idenfy.com/security/ website. If at the discretion of "iDenfy" instruction is in contradiction with a legal provision to which the Processing is subject, "iDenfy" will not be obliged to comply with such instruction, and "iDenfy" will notify the Customer before the Processing unless a legal provision prohibits this notification. In case "iDenfy" must provide Personal Data following a legal obligation, it will notify the Customer immediately, and if possible, before the provision.

"iDenfy" Customer must provide the purpose to Data Subject, why data will be collected, and for what purpose it will be used.

"iDenfy" will ask Data Subject using a mobile device or computer equipped with a camera to provide (if applicable):
- Identity document (national ID, passport, driving license, resident permit);
- Face Selfie;
- Proof of address;

"iDenfy" may process this type of data, if applicable and allowed by local legislation (the exact data type that will be collected shall be specified in legal agreement with Data Subject):
- Face image(s);
- ID document image(s);
- Name, middle name (if applicable), and surname;
- Date of birth;
- Personal identification code (if applicable);
- Document identification number (if applicable);
- Document issuing date (if applicable);
- Document expiry date (if applicable);
- Document issuing authority (if applicable);
- Biometric picture and signature on ID Document;
- ID document;
- Issuing country;
- Nationality (if applicable);
- Gender;
- Address;

- IP address;
- Client unique number;
- Digital signature of E-Chip;

Apart this data "iDenfy" may process any data that appears in images(s) of document.

"iDenfy" after collecting this data depending on package and contractual details:
- Automatically will process the photos to extract data from photos to digital format;
- We may use NFC to collect digital signatures and other information from the ID document's E-Chip;
- Will use a face comparison system to compare face with the face from the ID document;
- The results may be transferred to Registration Officer to review and decide if the application has to be accepted or rejected;

"iDenfy" after collecting this data within Trust Service Version, will:
- Automatically will process the photos to extract data from photos to digital format;
- May use NFC to collect digital signature and other information from ID document's E-Chip;
- Will use a face comparison system to compare face with the face from the ID document;
- The results will be transferred to Registration Officer to review and decide if the application has to be accepted or rejected;

"iDenfy" will ensure that only Authorized Personnel as defined in Article 15 will process Personal Data.

"iDenfy" will take appropriate technical and organizational measures to ensure that the Processing fulfills the requirements of the GDPR and the protection of the rights of the Data Subject. The measures will ensure a security level of the Personal Data adjusted to the nature of the Processing and the risks, and include the Security Measures described in the security and privacy policies.

"iDenfy" informs the Customer without undue delay, and within 72 (seventy-two) hours after "iDenfy" becomes aware of a Personal Data Breach. The notification of "iDenfy" will contain the information referred to in Article 33(3) of the GDPR to the extent reasonably available. Each party bears its own direct and indirect costs associated with the report and handling of Personal Data Breaches, including those associated with notifying the competent supervising authorities and Data Subject(s). The Customer is solely responsible for notifying the competent data protection authority and End-user(s) in case of a Personal Data Breach caused by "iDenfy".

"iDenfy" shall fulfill the requirements of the GDPR and any other mandatory legislation that applies in the Republic of Lithuania concerning the processing of Personal Data, including but not limited to the assistance to the Customer to achieve compliance with the obligations under articles 32 through 36 of the GDPR or to respond to requests or investigations of a competent data protection authority, taking

into account the nature of the Processing and the information available to "iDenfy". "iDenfy" may charge a Fee for such assistance.

"iDenfy" will not retain Personal Data longer than necessary for the purpose of the Processing, unless required to meet a statutory retention term. The Customer is fully responsible and liable for the determination of the data retention period of Personal Data from the End-users processed by "iDenfy" Products and Services. If the "iDenfy" freemium plan is used, data retention time is limited to thirty days, all data will be automatically removed after retention time. If the Customer is not a free version user, "iDenfy" shall provide the Customer the ability to determine the data retention period of Personal Data Processed by "iDenfy" Products and Services. Usually, data is stored for 8 years if not agreed differently in the service agreement with the Partner.

"iDenfy" does not process Personal Data outside the European Union unless described in the Privacy Policy published or unless Parties have expressly agreed in writing.

The Customer hereby provides "iDenfy" with general authorization to engage sub-processors. "iDenfy" shall impose the same obligations on the sub-Processor as set out in this Article. A list of Sub-Processors is included in the privacy policy. If "iDenfy" adds any Sub-Processor to the list, it will notify the Customer. If the Customer does not agree with the addition, it has the right to terminate the Agreement within 30 days upon notification by "iDenfy".

When Customer directly engages a (sub-)Processor other than "iDenfy" to perform Processing, whereby such (sub-)Processor will use the "iDenfy" Products and Services for Processing activities, the Customer is fully liable and responsible for drafting and signing a data protection agreement with such party in accordance with the GDPR. The Customer shall indemnify and defend "iDenfy" against all Claims, fines, and costs that are indirectly or directly caused by the Customer's violation of the provisions under this Article.

"iDenfy" provides reasonable assistance to the Customer for compliance with its duty to answer requests concerning the execution of the rights of the Data Subject as determined in Chapter III of the GDPR, and will forward any requests of Data Subjects relating to the Processing that is received by "iDenfy" to Data Controller.

After the expiry or termination of the Agreement or service termination, "iDenfy" will either return the Personal Data within thirty (30) days to the Customer, and Customer must accept the transfer, or "iDenfy" will destroy all Personal Data and data connected with it, freemium "iDenfy" version's data will be removed automatically after 30 days. "iDenfy" will destroy any existing copies of the personal data unless applicable law requires the storage of the personal data.

2. Eligibility, Registration, and Account

The Services are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under the age of 18 or the age of legal majority under applicable

law, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. By using the Services, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Services; (c) do not have more than one online account with "iDenfy"; and (d) have full power and authority to enter into this agreement and that, in doing so, you will not violate any other agreement to which you are a party.

To access and use certain areas or features of the Services, you may be required to register for an online account. When registering for an account, you cannot create an account name that incorporates a trademark without authorization from the trademark owner. We reserve the right to reclaim account names or to take other reasonable action, as necessary, on behalf of any business or individual that holds legal claim, including trademark rights, in a name.

In consideration of your use of the Services, you agree to (a) provide accurate, current, and complete information and permit "iDenfy" to correct that information where it is known to be incorrect or incomplete; (b) maintain and promptly update your information; (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to "iDenfy"; and (d) promptly notify "iDenfy" if you discover or otherwise suspect any security breaches related to the Services.

"iDenfy" reserves the right to block/delete/temporarily suspend the account at any time if there is a suspicion of a Service being used for the wrong reasons (including, but not limited to using the Services, not for the testing purposes).

3. Copyright and Limited License

Unless otherwise indicated on the Services or otherwise by "iDenfy", the Services and all content and other materials therein, including, without limitation, the "iDenfy" logo and all designs, text, graphics, pictures, information, data, software, sound files, copyright, patent, service mark, trademark, trade name, product name other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of "iDenfy" or our licensors are protected by international copyright laws.

"iDenfy" hereby grants the Customer a limited, non-exclusive, non-transferable, royalty-free license to use the site, platform, dashboard, documentation made available by "iDenfy" solely for the purpose of using the "iDenfy" Services in accordance with the Terms and the applicable usage instruction.

Notwithstanding anything to the contrary in these Terms, the Services and Content may contain software components that are subject to separate license terms, in which case those license terms will apply to the access and use of such software components.

Testing accounts, Customer shall use the testing accounts for testing purposes only in a non-production environment and during.

4. Intellectual property and trademarks

The "iDenfy" logo and any other "iDenfy" product or service names, logos, or slogans that may appear on the Services are trademarks of "iDenfy" and may not be copied, imitated, or used, in whole or in part, without the prior written permission of "iDenfy" or the applicable trademark holder. You may not use any metatags or other "hidden text" utilizing "iDenfy" or any other name, trademark, or product or service name of "iDenfy" without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of "iDenfy" and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes, or other information, by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by "iDenfy".

5. Hyperlinks

You are granted a limited, nonexclusive right to create a text hyperlink to the Services for noncommercial purposes, provided that such link does not portray "iDenfy" or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use an "iDenfy" logo or other proprietary graphics of "iDenfy" to link to the Services without the express written permission of "iDenfy". Further, you may not use, frame, or utilize framing techniques to enclose any "iDenfy" trademark, logo, or other proprietary information, including the images found at the Services, the content of any text, or the layout/design of any page or form contained on a page on the Services without "iDenfy"'s express written consent. Except as noted above, you have not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of "iDenfy" or any third party.

"iDenfy" makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Services, or websites linking to the Services. Such sites are not under the control of "iDenfy", and "iDenfy" is not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes, or updates to such sites. "iDenfy" provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by "iDenfy" of any site or any information contained therein. When you leave the Services, you should know that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site you navigate from the Services.

6. Third-Party Content

"iDenfy" may provide third-party content on the Services and may provide links to web pages and content of third parties (collectively, **Third-Party Content**") as a

service to those interested in this information. "iDenfy" does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that "iDenfy" is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

7. Advertisements and Promotions

"iDenfy" may display advertisements and promotions from third parties on the Services or may otherwise provide information about or links to third-party products or services on the Services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. "iDenfy" is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of third-party information on the Services.

8. Warranties and Disclaimers

"iDenfy" will perform its obligations under these Terms on a best-effort basis, and all "iDenfy" Materials are made available on an "as-is" and "as available" basis. "iDenfy" makes and has made no warranties to Customer, whether express, implied or statutory, concerning the "iDenfy" materials, and "iDenfy" expressly disclaims any implied warranties to Customer on the fitness for a particular purpose, non-infringement or intended use.

"iDenfy" operates as an identity verification services provider and expressly does not guarantee that the "iDenfy" Materials will be secure, error-free, virus-free, bug-free or free from any other kind of interruptions.

Other than as expressly set out in these terms or additional terms, neither "iDenfy" nor its suppliers or distributors makes any specific promises, either express or implied, about the Services. For example, we do not make any commitments about the Content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. "iDenfy" is not responsible for typographical errors or omissions relating to pricing.

"iDenfy" reserves the right to change any and all content contained in the Services and to modify, suspend or discontinue the Services or any features or functionality of the Services at any time without notice and without obligation or liability to you if you are using "iDenfy" freemium. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by "iDenfy". Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you. "iDenfy" expressly does not guarantee that the documentation will cover, in part or whole, all valid documents issued by countries and organizations. "iDenfy" is entitled to add, change, or revoke supporting

documents as part of the documentation at any time, without prior notice to the Customer.

"iDenfy" will act in good faith. "iDenfy" has implemented policies and procedures to ensure as much as possible that every user will be equal, and a non-discriminatory policy applies to all users.

9. Liability

"iDenfy" shall not be liable for any losses nor direct nor indirect if these Terms are only used for the free trial (testing purposes) or freemium version.

If you are using our Services on behalf of a business with the "iDenfy" Premium Version, that business accepts these terms. It will hold harmless and indemnify "iDenfy" and its affiliates, officers, agents, and employees from any claim, action, or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs, and legal fees.

If you are using our Services on behalf of a business with "iDenfy" Trust Service Version, each party's total liability to the other in relation to all events or series of connected events occurring under these terms and conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to 10000 EUR (ten thousand), liability shall in no case exceed the amount of 10000 EUR (ten thousand).

10. Right of Modification

"iDenfy" reserves the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that "iDenfy" will not be liable for any modification, suspension or discontinuance of the Services or any part thereof if you are using testing or freemium versions.

11. Accessibility

"iDenfy" will ensure that data subjects will have access to default accessibility tools by using Windows, Mac OS, Android, and iOS devices and operating systems. Default accessibility tools would be - Zooming, Colors change (color inverting), speech control, and other default accessibility tools that are provided by supported operating systems and devices.

"iDenfy" will provide clear and detailed instructions on how the identity verification process has to be completed. This setting can be turned on and off by the Customer. If the Customer is using Trust Service Package, this setting can not be turned off.

12. Termination

Notwithstanding any of these Terms, "iDenfy" reserves the right, without notice and in our sole discretion, to terminate your right to use the Services or any portion of thereof, and to block or prevent your future access to and use of the Services or any portion thereof if you are using testing or freemium versions.

13. Changes of provisions

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. Governing Law

These Terms and all disputes and claims arising out of or in connection with them are governed by Lithuanian law. With the sole exception of any application for injunctive relief, the parties irrevocably agree that the courts of the Republic of Lithuania have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these Terms or the Services (including their subject matter or formation).