

# Privado ID Terms of Use

Last updated : April 16, 2024

## 1. Introduction

These terms of use, together with any documents and additional terms or policies that expressly incorporate these Terms of Use by reference (these “Terms of Use”), govern your access to and use of all content, documentation, functionality, features of the Privado ID services (the “Services”) available on or through <https://www.privado.id/> (the “Site”) and the related Privado ID mobile application (the “App”) provided by ZKID Labs AG (the “Company,” “we,” “us,” or “our”), and is a binding agreement between the Company and you, whether personally or on behalf of an entity (“you” or “your”).

BY ACCESSING OR USING THE SERVICES, THE SITE, OR THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE BINDING ARBITRATION AGREEMENT BELOW. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SERVICES, THE SITE OR THE APP.

## 2. Privado ID

The Services provide an identity system based on zero-knowledge cryptography that allows end users to prove their identity to other third party services without exposing the end user’s personal information to such third party service. The In-App Identity Verification is a website that manages credentials linked to an identity, and lets the In-App Identity Verification holder submit zero-knowledge proofs based on such credentials to be verified by third parties or applications. When an In-App Identity Verification process is started, the end user’s website receives a Decentralised Identifier (DID) instead of, like other blockchain wallets, a blockchain address. If you are an end user that has started In-App Identity Verification, you are responsible for keeping your D keys and data secure. We have no ability to help you access or recover your ID keys and data. Data stored in the database is encrypted by your (user) key, thus only you have access to it. Your keys are generated with your Ethereum account by signing a message. From there we derive your identity, storage authentication and encryption keys. Your data is encrypted on your side before being stored in the storage. We have no control over any identity and related data in the storage, including any credentials in your In-App identity verification, and do not guarantee that any credentials that you store or submit will be validated by or accepted by any third party or application. You can connect your In-App Identity Verification to third-party applications and services supporting it. Such third-party applications and services are owned and operated by third parties, not us, and we do not and cannot make any guarantee or promise about the functionality or nature of any such third-party applications and services.

iden3 is a decentralized protocol running on top of Ethereum-compatible blockchains that uses zero-knowledge proofs to enable users to prove the ownership of their credentials (the “iden3 Protocol”). Privado ID utilizes the iden3 Protocol for some of its functions. However, you acknowledge and agree that the Company does not control, maintain, provide, or improve the iden3 Protocol, and cannot control activity and data on the iden3 Protocol, the activities of persons or entities who develop and use applications on the iden3 Protocol, the validation of transactions or other operations on the iden3 Protocol, or any other uses of the iden3 Protocol. For these reasons, references to Services in these Terms of Use do not include the iden3 Protocol.

Further, as part of the Services, we provide documentation and other tools, including software development kits, in order to allow developers of third party services to integrate with the In-App Identity Verification, and build solutions using Privado ID. Any solutions you build or configure with the Services are entirely at your own risk. You remain responsible at all times for your configuration of smart contracts and other software using the software, documentation and other tools available on the Services, including where such details of any configuration are incorrect or incomplete.

You acknowledge and agree that (a) we are not responsible for the operation of the blockchain-based software and protocols underlying the Privado ID services, including the iden3 Protocol; (b) we do not have possession, custody, or control over any of your funds when you interact with Privado ID, and you retain complete control over your credentials at all times; (c) we cannot and do not guarantee the functionality, security, or availability of the iden3 Protocol; (d) the technology on which Privado ID relies, including the iden3 Protocol, may be subject to sudden changes and we cannot and do not guarantee that your access to the Privado ID will be uninterrupted or error free or your credentials will be secure at all times; and (e) there may be non-refundable gas fees associated with transactions using Privado ID. You assume all risks associated with engaging in transactions or submitting or receiving credentials using P ID.

### 3. Modifications to Terms of Use, Privacy, Additional Terms

We reserve the right, in our sole discretion, to modify these Terms of Use at any time by posting a revised version on the Site. The modified terms will become effective upon posting. By continuing to use the Services, the Site or the App after the effective date of any modifications to these Terms of Use, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to these Terms of Use. We last modified these Terms of Use on the date listed at the beginning of these Terms of Use.

For information regarding our collection, use and disclosure of personal data and certain other data, please see our Privacy Policy (the “Privacy Policy”). By using the Services, the Site or the

App, you consent to our collection, use and disclosure of personal data and other data as outlined in the Privacy Policy.

When using certain Services, you may be subject to additional terms applicable to such Services that may be posted on or within the Services, the Site or the App associated with such Services.

## 4. Authorized Uses

The Services, the Site, and the App are intended for users who are 18 years of age or older. If you are entering into these Terms of Use for an entity, such as the company you work for, you represent to us that you have the legal authority to bind such an entity. If you do not meet these requirements, you must not access or use the Services, the Site and the App.

## 5. Changes to the Services

We may modify or discontinue the Services or access to the Site or the App at any time without notice to you. We make no representations, warranties or guarantees regarding the availability of the Services, the Site, or the App.

## 6. Your Responsibilities

You will ensure that your use of the Services, the Site and the App will not violate: (1) any of our policies or other documentation that we have made available to you, including the Privacy Policy; (2) these Terms of Use; or (3) any applicable laws or regulations. You are responsible for properly configuring and using the Services or incorporating the Services into your applications and for taking appropriate action to secure your data including without limitation financial or token information and private keys. Further you are solely responsible for any activity related to your download and use of the App.

## 7. Intellectual Property Rights

The Company or its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, the Site and the App, and any related content and technology, unless otherwise indicated. The Company hereby grants you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use, copy, and distribute in connection with such use the Services, the Site or the App (and right to download a single copy of the App onto your applicable equipment or device). You obtain no other rights to the Services, the Site or the App other than those specified in these Terms of Use. Certain Services may be provided to you under a separate license, such as the AGPL License, MIT License, or other open source license. You agree you will not violate the terms of any such separate license. In the event of a conflict between the license granted to you in these Terms of Use and any separate license, the separate license will prevail with respect to the Service that is the subject of the separate license.

### **Prohibited Uses**

You will not use the Services, the Site or the App in any manner or for any purpose other than as expressly permitted by these Terms of Use or an applicable separate license. You will not:

- violate any applicable laws or regulations through your access to or use of the Services the Site, or the App;
- violate these Terms of Use;
- exploit the Services, the Site or the App for any unauthorized commercial purpose;
- harvest or otherwise collect information from the Services, the Site or the App for any unauthorized purpose; use the Site or the App in any manner that could disable, overburden, damage, or impair the Site or the App or interfere with any other party's use or enjoyment of the Site or the App;
- reverse engineer, disassemble, or decompile the Services, the Site or the App or apply any other process or procedure to derive the source code of any software included in the Services, the Site or the App except to the extent applicable law does not allow this restriction or such rights have been expressly granted to you under a separate license;
- sublicense, sell, or otherwise distribute the Services, the Site or the App, or any portion thereof;
- use any data mining tools, robots, crawlers, or similar data gathering and extraction tools to scrape or otherwise remove data from the Services, the Site or the App;
- use any manual process to monitor or copy any of the material on the Site or the App or for any other unauthorized purpose without our prior written consent;
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful to the Services, the Site or the App;

- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site or the App, the server(s) on which the Site or App is stored, or any server, computer or database connected to the Site or App; or
- attack the Site or the App via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site or the App.

### **The Company's Trademarks**

The Company's graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of the Company (the "Company Marks"). All other trademarks not owned by the Company that appear on this Site or the App are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.

### **Feedback**

We welcome your feedback and suggestions for improvement to the Services, the Site and the App ("Feedback"). We will try to review your Feedback, but are not obligated to release any modifications or improvements you submit to us based on your Feedback. Please note that we will own all right, title, and interest in and to all Feedback you submit. You represent and warrant that (a) you and your licensors own all right, title, and interest in and to your Feedback; and (b) you will not violate any intellectual property or other rights of third parties in providing Feedback to us.

### **Linking to the Site and Social Media Features**

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

### **Links from the Site or the App**

If the Site or the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Site or the App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

### **Use of the App**

You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the

App ("Push Messages"). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the App or through your mobile device's operating system (with the possible exception of infrequent, important service announcements, updates, and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of Push Messages from the Company.

### **Mobile Software from the Apple App Store**

The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms of Use are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store's applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other credentials, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use. You and the Company acknowledge that Apple is not responsible for addressing any credentials of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability credentials, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) credentials arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your use of the App, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

## 8. Indemnification

### General

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives (collectively, the “Company Parties”) from and against all liability for monetary damages, contractual damages of any nature, economic loss (including direct, incidental or consequential damages), loss of income or profits, fines, penalties, exemplary or punitive damages, and any other injury, damage, or harm, including reasonable attorney’s fees (“Damages”) that relate in any way to any demand, claim, regulatory action, proceeding or lawsuit, regardless of the cause or alleged cause, regardless whether the allegations are groundless, fraudulent, false, or lack merit and regardless of the theory of recovery (“Claim(s)”) arising out of or relating to: (a) your use of the Services, the Site or the App (including any use by your customers, users, employees, and other personnel); (b) breach of these Terms of Use or violation of applicable law by you, your customers, users, employees and other personnel; (c) a dispute between you and any third party; (d) your alleged or actual infringement or misappropriation of any third party’s intellectual property or other rights; and (e) your Feedback. In the event we receive any third party subpoena or other compulsory legal order or process associated with credentials described in (a) through (e) above, then in addition to the indemnification set forth above, you will reimburse us for our employees’ and contractors’ time and materials spent responding to such matters at our then-current hourly rates as well as our reasonable attorneys’ fees.

### Process

If you are obligated to indemnify us, then you agree that we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of such claim.

## 9. Disclaimers

THE SERVICES, THE SITE AND THE APP ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER WE NOR ANY OTHER COMPANY PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, THE SITE OR THE APP, AND THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE, (C) THAT THE SERVICES, THE SITE OR THE APP WILL

BE ACCURATE, UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT OR ASSETS WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 10. Limitations of Liability

THE COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS OR USERS, OPPORTUNITIES, GOODWILL, USE, DATA, CONTENT OR OTHER ASSETS), EVEN IF ANY OF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NONE OF THE COMPANY PARTIES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (A) YOUR INABILITY TO USE, OR ANY DELAY IN THE USE OF, THE SERVICES, THE SITE OR THE APP, INCLUDING AS A RESULT OF ANY (I) TERMINATION OF THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE SERVICES, THE SITE OR THE APP, (II) OUR SUSPENSION OR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, THE SITE OR THE APP, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES, THE SITE OR THE APP FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE SERVICES, THE SITE OR THE APP; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA; OR (E) ANY CHANGE IN VALUE OF ANY CRYPTO-ASSET. IN ANY CASE, THE COMPANY PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS OF USE WILL NOT EXCEED \$100. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 11. Miscellaneous

### Assignment

You will not assign or otherwise transfer any of your rights and obligations under these Terms of Use, without our prior written consent, but the Company may assign or transfer these Terms of Use, in whole or in part, without restriction. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, these Terms of Use will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

### Entire Agreement

These Terms of Use, including any policies that expressly incorporate these Terms of Use by reference, is the entire agreement between you and us regarding the subject matter of these Terms of Use. These Terms of Use supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms of Use. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of these Terms of Use (whether or not it would materially alter these Terms of Use) including for example, any term, condition or other provision submitted by you in any Feedback, communication, acceptance, confirmation, correspondence or other document.

#### Governing Law

These Terms of Use are governed by the laws of Switzerland, without regard to conflict of laws rules, and the proper forum for any dispute, claim or controversy not subject to arbitration will be the courts located in Switzerland.

#### Arbitration and Class Action Waiver

Any dispute, claim or controversy arising out of or relating to these Terms of Use or the Services, the Site or the App, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Switzerland before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court of competent jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration under these Terms of Use will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms of Use, the Parties are each waiving the right to trial by jury or to participate in a class action or class arbitration.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). THE PARTIES AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE, CLAIM OR CONTROVERSY IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO

THE EXTENT AUTHORIZED BY LAW. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE WILL BE DEEMED NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

#### Independent Contractors; Non-Exclusive Rights

The parties are independent contractors, and these Terms of Use will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

You agree that you will not misrepresent or embellish the relationship between you and us including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors without our express written consent, even if we use Feedback you submit to us. You will not imply any relationship or affiliation between us and you except as expressly permitted by these Terms of Use.

#### No Professional Advice; No Fiduciary Duties

All information provided on or through the Service, the Site or the App is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Service or on the Site or the App. Before you make any financial, legal, or other decisions involving the Service, the Site or the App, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These Terms of Use are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms of Use.

#### No Waivers

The failure by us to enforce any provision of these Terms of Use will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

#### Severability

If any portion of these Terms of Use is held to be invalid or unenforceable, the remaining portions of these Terms of Use will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms of Use but the rest of these Terms of Use will remain in full force and effect.