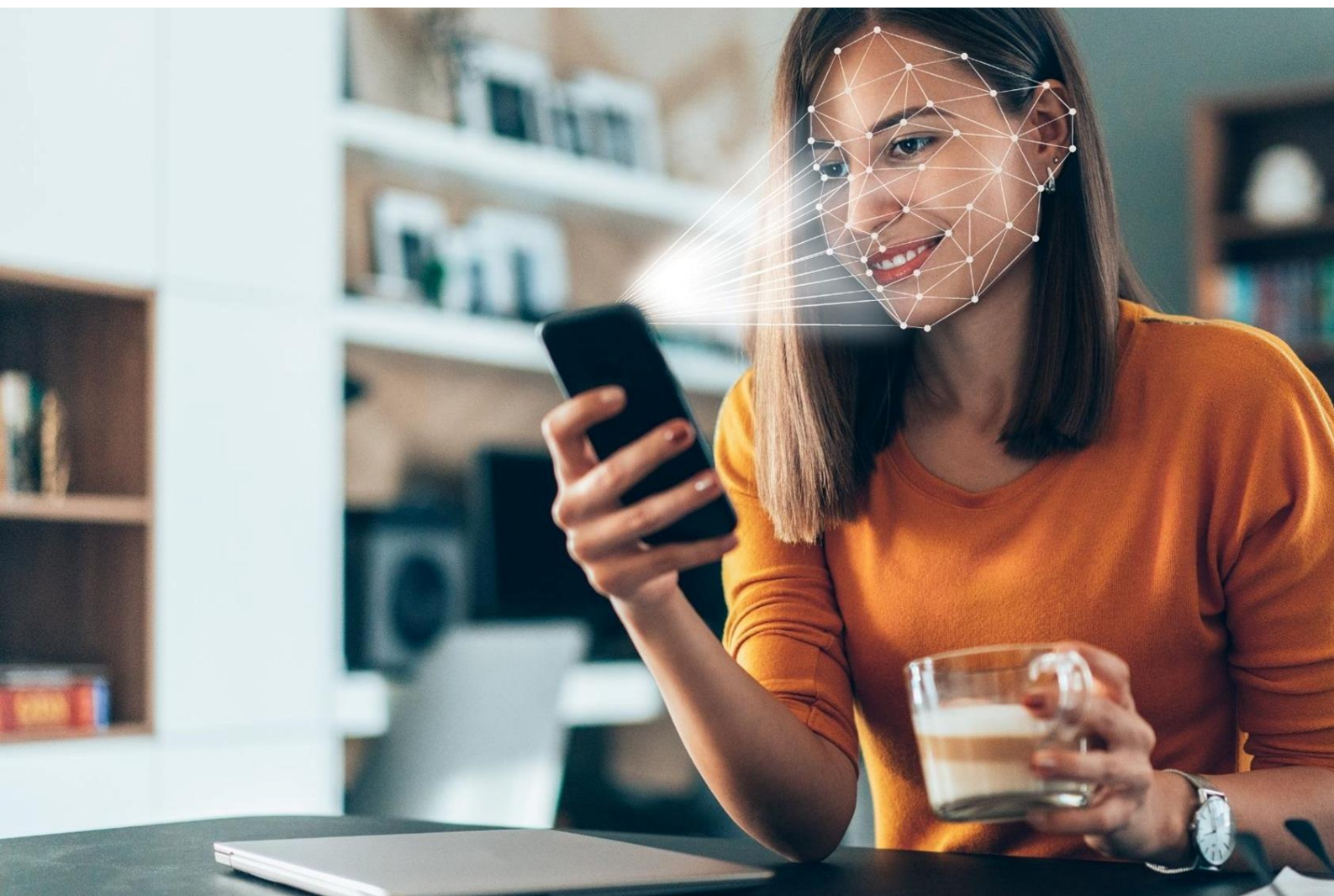


Terms of use | CheckedID

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JANUSID

Oribi Groep

The following terms of use (hereinafter referred to as "**Terms of Use**") apply to the use of CheckedID. The CheckedID app is offered as a mobile application by JanusID B.V., located at Schijfstraat 8, 5061 KB Oisterwijk (NL), and registered under number 65206231 with the Chamber of Commerce (hereinafter referred to as "**JanusID**"). You, as an employee or contractor of JanusID's customer (hereinafter referred to as the "**Identity Verifier**"), can use CheckedID to identify a person (hereinafter referred to as the "**Verified Person**") and/or verify their identification document. As a Verified Person, you can use CheckedID to identify yourself and/or verify your identification document through the Identity Verifier. Before you can use CheckedID, you must agree to these Terms of Use.

Article 1. Use of CheckedID - General

- 1.1. To use CheckedID, you must download CheckedID from the App Store or Google Play Store. This application is offered to you free of charge.
- 1.2. The provisions of Article 2 of these Terms of Use apply if you use CheckedID as an Identity Verifier, and the provisions of Article 3 of these Terms of Use apply if you use CheckedID as a Verified Person.

Article 2. Use of CheckedID – Identity Verifier

- 2.1. As an Identity Verifier, you need an account to use CheckedID. You can have an account created by JanusID, or you can create an account yourself within the application.
- 2.2. When creating your account, you must provide correct, accurate, and complete information. If your details change, you are required to update these changes yourself through your account settings.
- 2.3. You are responsible for maintaining the strict confidentiality of the username and password combination for your account. You are accountable to JanusID and to third parties for all activities, authorized and unauthorized, that occur on your account, unless unauthorized activities do not result from careless handling of the username and password associated with your account.
- 2.4. JanusID reserves the right to deny you access to and use of the account if JanusID suspects any inaccuracy regarding the identity of the person attempting to access CheckedID.
- 2.5. If you know or suspect that your login credentials have been obtained by unauthorized persons, you must notify JanusID as soon as possible and change your password.

Article 3. Use of CheckedID - Verified person

- 3.1. As a Verified Person, you need a QR code or another type of link (hereinafter referred to as "**Code**") to use CheckedID. If the Identity Verifier requests the use of CheckedID as a tool to verify your identity, the Identity Verifier will send you an invitation containing a Code.
- 3.2. After scanning or otherwise providing the Code to the Identity Verifier, you must take a photo of your own identification document. It is not permitted to submit an identification document belonging to anyone other than yourself in CheckedID.
- 3.3. As part of the identity verification process in CheckedID, you are required to take a photo of your face using the camera on your own mobile device, following the instructions provided in CheckedID. It is

not permitted to take or submit a photo of anyone other than yourself in CheckedID.

- 3.4. Using CheckedID on a device with a low-quality camera, for the purposes outlined in the previous two sections, may result in a less reliable outcome. You are responsible for using a proper camera.
- 3.5. Before sending the photos through CheckedID, you have the right to delete an already taken photo and retake a new one.
- 3.6. You agree that JanusID, after the submission of your data, will send a secure report to the Identity Verifier who provided you with the Code. This report contains conclusions regarding the comparison between the photo of your identification document and the photo of your face.

Article 4. Rules of use

- 4.1. It is prohibited to use CheckedID in violation of Dutch or other applicable laws and regulations, or in any other unlawful manner.
- 4.2. Without prejudice to the foregoing, it is expressly prohibited, regardless of its lawfulness, to store or distribute data or any material via CheckedID that constitutes a violation of the privacy of third parties, including but not limited to distributing personal data of third parties without their consent or other legal basis;
- 4.3. Notwithstanding the foregoing, it is expressly prohibited, regardless of its lawfulness, to:
 - a. reverse engineer or decompile the source code of CheckedID, except to the extent permitted by mandatory law;
 - b. copy CheckedID to third parties;
 - c. sublicense or make CheckedID available to third parties, through rental, software-as-a-service arrangements, or otherwise;
 - d. make modifications to CheckedID, except to the extent permitted by mandatory law;
 - e. remove or obscure indications of JanusID as the owner of CheckedID or parts thereof; or
 - f. circumvent security measures of CheckedID.
- 4.4. In particular, you must refrain from using CheckedID to interfere with JanusID's customers or to cause damage to the systems or networks of JanusID or third parties.
- 4.5. If you act in violation of the provisions set forth in the Terms of Use, JanusID reserves the right to take appropriate measures, including making CheckedID (temporarily) inaccessible to you in any way and taking legal action against you, such as recovering any damages caused by the violation.

Article 5. Availability, maintenance, and updates

- 5.1. JanusID will make every effort to keep CheckedID available as much as possible but cannot guarantee uninterrupted availability. JanusID reserves the right to temporarily disable CheckedID for maintenance purposes.
- 5.2. Maintenance activities may result in (parts of) CheckedID being temporarily unavailable or only partially usable. If JanusID anticipates that certain maintenance will lead to complete or partial

unavailability, it will endeavor to perform such activities during times when the use of (parts of) CheckedID is limited.

5.3. JanusID strives to resolve errors or issues related to CheckedID as quickly as possible but cannot guarantee that CheckedID will be completely error-free at any given time.

5.4. JanusID periodically releases updates that may fix errors or improve the functionality of the App. Available updates for the App will be communicated through notifications via the App Store and Google Play, and it is your responsibility to monitor these notifications. Updates are also executed through this platform, which requires an active internet connection. Installation of updates will only occur with your separate prior consent. For proper execution of updates, JanusID depends on the availability of the App Store and Google Play, over which JanusID has no control. JanusID is not responsible or liable for the correct execution of updates. No liability exists for damages resulting from errors that have been resolved in an update you have not installed.

Article 6. Support

6.1. JanusID takes questions, comments, complaints, and issues regarding CheckedID very seriously. In such cases, you can contact JanusID at support@janusid.nl.

Article 7. Intellectual property rights

7.1. All rights to CheckedID and the associated materials (such as documentation), including all modifications and extensions, are owned by JanusID or its licensors.

7.2. JanusID hereby grants you a revocable, non-exclusive, and non-transferable license to use CheckedID and the associated materials in accordance with these Terms of Use and for the term agreed upon between JanusID and the Identity Verifier.

7.3. JanusID may implement (technical) measures to protect CheckedID. If JanusID has put such security measures in place, you are not permitted to bypass or remove these protections.

Article 8. Data, Security, and Privacy

8.1. The data and information you store via CheckedID remain your property. JanusID will only use your data and information to the extent necessary for the provision of CheckedID. You grant JanusID a limited right to use your data and information to the extent necessary for the agreement between JanusID and the Identity Verifier.

8.2. JanusID will make every effort to adequately secure CheckedID against misuse and unauthorized access to your data.

8.3. When using CheckedID, your personal data will be processed. Please refer to JanusID's privacy statement for more information.

Article 9. Liability

9.1. If you, as an Identity Verifier, encounter problems using CheckedID, you should contact your client or employer. JanusID and your client or employer have agreements regarding liability for (the use of) CheckedID, which apply to these Terms of Use.

- 9.2. As a Verified Person, the license for CheckedID is provided to you free of charge, and JanusID's liability for damages or claims due to attributable shortcomings in the performance of the Terms of Use, a wrongful act, or any other grounds for any form of damage, is fully excluded.
- 9.3. You acknowledge that CheckedID relies on a stable internet connection at the location where you wish to use CheckedID. JanusID cannot influence your internet connection, network, and equipment and cannot make any promises about availability if CheckedID is installed on the equipment of your client or employer or on third-party equipment engaged by your client or employer. You and/or your client or employer are responsible for maintaining this internet connection, network, and equipment.
- 9.4. Any limitation or exclusion of liability by JanusID does not apply if and to the extent that the damage is the result of intent or deliberate recklessness on the part of JanusID.

Article 10. Duration and Termination

- 10.1. These Terms of Use take effect once you agree to them. The terms remain in force for as long as your account is active or you are actively using CheckedID. It is not possible for you to terminate these Terms of Use prematurely.

Article 11. Changes

- 11.1. JanusID reserves the right to amend these Terms of Use at its sole discretion. JanusID will announce the changes to you at least 3 months before they take effect. However, changes may be made without prior notice if the changes:
- a. Are considered by JanusID to be of minor importance;
 - b. Are necessary due to new or amended legislation.
- 11.2. If you do not wish to accept the announced change, you may choose to stop using CheckedID or terminate your account as of the date the change takes effect.
- 11.3. If you log into your account or use CheckedID in any other way after the change has taken effect, you are deemed to have tacitly accepted the amended Terms of Use.

Article 12. Miscellaneous

- 12.1. These Terms of Use and the use of CheckedID are governed by Dutch law.
- 12.2. Unless otherwise dictated by mandatory law, all disputes arising from these Terms of Use and/or the use of CheckedID will be submitted to the competent Dutch court in the district where JanusID is established.
- 12.3. If any provision in these Terms of Use is found to be void, voidable, or otherwise invalid, this does not affect the validity of the entire Terms of Use. In such a case, the parties will establish a new provision to replace it, reflecting the original intent as closely as legally possible.
- 12.4. JanusID may transfer its rights and obligations under these User Terms to a third party that takes over its business or business activities.

Article 13. Contact

13.1. If you have any questions about the use of CheckedID or these User Terms, please contact legal@janusid.nl.