

SwissSign Terms and Conditions for the SwissSign Wallet

1. Applicability

These Terms and Conditions for the SwissSign Wallet ("Terms and Conditions") shall apply in the relationship between the End User and SwissSign AG, Sägereistrasse 25, 8152 Glattpfegg (hereafter: "SwissSign") in connection with the use of the SwissSign Wallet (hereafter: "Wallet").

The Terms and Conditions shall be displayed to the End User before the End User can make use of the Wallet. The End User expressly accepts the Terms and Conditions by downloading the Wallet. These Terms and Conditions apply to all End Users who access or use the Wallet. With accessing or using the Wallet, the End User agrees that he / she has carefully read these Terms and Conditions. In case of disagreement with these Terms and Conditions, the End User must not use the Wallet. The Terms and Conditions, which form an integral component of the Agreement, are also published on the website <https://www.swissign.com/en/identities/wallet/terms>

2. Definitions

The following capitalized terms will have the following meanings whenever used in these Terms and Conditions:

"End User" = Person installing and using the Wallet for his or her own personal purpose.

"Holder" = A role an agent performs by serving as the controller of the cryptographic keys and Digital Credentials in a digital wallet. The Holder makes issuance requests for credentials and responds to presentation requests for credentials. A Holder is usually, but not always, a subject of the credentials they are holding.

"Issuer" = A role an agent performs to package and digitally sign a set of claims, typically in the form of a digital credential, and transmit them to a Holder.

"Digital Credential" = A credential in digital form that is signed with a digital signature and held in a digital wallet, whereby a credential is a container of claims describing one or more subjects, typically including a signature or some other means of proving its authenticity. A Digital Credential is issued to a Holder by an Issuer; proof of the credential is presented by the Holder to a Verifier.

"Verifier" = A role an agent performs to perform verification of one or more proofs of the claims in a Digital Credential or other verifiable data.

3. Service

3.1 Wallet

The Wallet is a non-custodial wallet software designed for managing Digital Credentials. The End User retains full control and responsibility over his / her personal data, cryptographic keys, and any other locally stored data. The Wallet provides the End User with the possibility to collect, store and share Digital Credentials. The service is, among others, based on the concept of decentralized identity, enabling the End User to store their digital identities on their devices and not on SwissSign servers.

3.2 Optional: Signature Service

The Signature Service is an optional service offered by SwissSign to the End User for signing documents using an electronic signature. The Wallet is a signing authenticator for qualified electronic signature (QES) according to Swiss law (ZertES) and European law (eIDAS). The End User can enable signing in the Wallet by separately registering at SwissSign for the Signature Service. SwissSign issues "signing credentials" to the Wallet. The End User is the sole

Holder of the signing credentials and can digitally confirm digital signatures by presenting his/her credentials from the Wallet.

When using the Signature Service in the Wallet, the user logs in with an account and the Wallet holds an active session. The End User is responsible for keeping this session private.

For the use of the Signature Service, additional separate terms and conditions of use and / or other relevant documents apply. In the event of any conflict or inconsistency between these Terms and Conditions and the Signature Service Terms of Use, the provisions of the Signature Service Terms of Use shall prevail.

3.3 System availability, improvement and error handling

SwissSign endeavours to ensure that the Wallet operates as continuously as possible. For purposes of improving the Wallet, in the event of an error or a crash, anonymous technical data will be collected by SwissSign for the sole purpose of improving the Wallet. SwissSign assumes no guarantee, obligation or liability for the continuous availability of the Wallet. SwissSign may temporarily restrict availability to carry out maintenance and repairs, as well as measures to improve the Wallet or to ensure security and integrity. Wherever possible, maintenance work or other measures shall be performed outside normal usage hours.

4 Requirements for using the Wallet

To be eligible to use the Wallet, the End User must be legally competent to enter into these Terms and Conditions and to agree to be bound by them. The Wallet may be accessed and used only in accordance with these Terms and Conditions and as further specified in additional contractual documents. The End User may access and use the Wallet solely for his / her own benefit, i.e. Wallets may not be shared by several people. The Wallet is available for both iOS and Android devices. The App can be downloaded from the respective App store. In addition, a secure means of authentication for logging in to the Wallet, such as a smartphone with iOS 17.0 or later or Android 10.0 or later, availability of strong biometric authentication is also required in order to use the Wallet. Jailbroken iOS devices cannot use the Wallet, and Android rooted devices might be restricted and not have access to some features.

The End User agrees that his or her use of the Wallet will fully comply with all applicable laws (e.g. local, state, federal, national or international laws). The End User refrains from utilizing the Wallet for supporting or taking part in any illegal activities. The End User also refrains from attempting to disrupt the Wallets functionality or security as well as from engaging in any actions that may infringe upon the rights and interests of SwissSign or other Wallet End Users.

The End User is particularly aware that the SwissSign services are subject to certain export restrictions. The current list of countries subject to export restrictions can be found at:

<https://swissign.com/en/support/exportbeschaerungen>

SwissSign reserves the right to request additional documents from the End User in connection with his/her place of residence, as appropriate.

When using the Signature Service: SwissSign shall have the right, without notice and without incurring any costs, to revoke signing credentials, if the End User violates these Terms and Conditions, there is suspicion of misuse, or if the security of the system is or could be compromised.

If you have any questions or concerns in this regard, please do not hesitate to contact SwissSign.

5 End User obligations

5.1 Accurate information

Any time when using the Wallet and/or related services of SwissSign (e.g. Signature Service) or otherwise when asked for necessary information within the contractual relationship with SwissSign, the End User must provide true and complete information. The End User agrees and guarantees that any information provided is up to date, truthfully represents the End User and is not infringing upon the rights of third parties. The End User must refrain from using or adding biometrics of a third party to his or her own Wallet. The End User represents that he or she is using his or her own personal information that accurately and truthfully represents the End User.

5.2 Responsibility, especially for the private key

The Wallet provided by SwissSign operates as a non-custodial wallet. Therefore, **only** the End User himself/herself has control over and the responsibility for the private keys. All potential risk of loss is entirely under the management of the End User at all times. SwissSign cannot restore the content of the Wallet if the End User loses control over his/her Wallet (e.g., lost, stolen, failure).

In the event of unauthorized use of the End User's private key or any other security breach the End User experiences or assumes related to his or her Wallet, the End User agrees to notify SwissSign immediately.

5.3 Security measures

The End User must refrain from granting third parties access to his/her means of authentication for the Wallet, particularly his/her registered device.

The End User shall ensure that no activities in connection to the Wallet are carried out if he / she suspects his/her access data has been stolen or become known to a third party. In the event of loss of the device, the End User must inform SwissSign immediately.

When using the Signature Service: As soon as there are changes to the End User's mobile phone number or identity data, SwissSign or the registration authority appointed by SwissSign must be notified and, if necessary, a new identification must be activated. The End User must ensure that his/her registration with the Wallet service, including the changed identity data, is up to date.

The End User must utilise all current options to protect his her device against attacks by viruses and other malware (e.g. worms or trojans) and must use up-to-date software from a trustworthy source for this purpose.

The End User is obliged to keep the Wallet up to date and to carry out updates. SwissSign may take technical precautions to ensure version enforcement. There is no claim to the use of a specific version of the Wallet.

The End User is aware that Digital Credentials stored within the Wallet may have different effects depending on the respective jurisdiction and / or other requirements e.g. of the Verifier. Existing formal requirements may not be met.

6 Handling of End User data

6.1 Collected data

To understand how SwissSign collects, uses and discloses the End User's information, if any, please check SwissSign's Privacy Notice, available on our homepage <https://www.swissign.com/en/datenschutz>.

For the use of related services, e.g. Signature Service, a different scope of data processing may apply. For those services, please check the relevant applicable contractual or other documents as well as SwissSign's Privacy Notice (see above).

The handling of this data is governed by the applicable laws (in particular: Swiss Federal Act on Data Protection

(FADP SR 235.1, GDPR Regulation (EU) 2016/679) also in accordance with the relevant Policies.

The management and the duration of the storage of such data shall be in accordance with the statutory provisions.

6.2 Data Archiving

SwissSign complies with the applicable statutory provisions when storing End User data relating to the provision of SwissSign's services.

7 Fulfilment of duties by SwissSign

SwissSign may engage third parties in order to fulfil duties and provide the service, particularly as regards the underlying technical infrastructure of the Wallet. The End User agrees that the data and information required for this purpose may be disclosed to third parties.

8 Issuers and Verifiers of Digital Credentials and other Third Parties

When interacting with Issuers or Verifiers of Digital Credentials or other third parties ("Third Party"), the End User understands and agrees that SwissSign does not control or take responsibility for the interaction of the End User with the Third Party. The End User agrees that SwissSign is not a party to any of the End User's Third Party agreements. SwissSign has no liability or obligation related to the use of the Third Party by the End User.

If there is any conflict between these Terms and Conditions and the End User agreement with the relevant Third Party, these Terms and Conditions will govern the relationship of the End User with SwissSign and the terms of the relevant Third Party will govern the End User's relationship with such Third Party.

9 Intellectual Property

9.1 Intellectual Property Rights

All intellectual property rights to the material (software, devices, documentation, etc.), in particular copyrights, patents, design and trademark rights as well as know-how, are fully owned by SwissSign or third parties (e.g. for open source components) and shall remain the property of SwissSign or the third parties with rights thereto.

9.2 License

For the duration of the contract, subject to the End User's agreement and adherence with these Terms and Conditions, SwissSign provides the End User with a non-exclusive, non-sublicensable and non-transferable license to use the Wallet strictly for the End Users personal use.

Unless otherwise explicitly stated in these Terms and Conditions, the End User is prohibited from (a) reproducing, altering or creating derivative works of the Wallet, (b) leasing, distributing, selling, sublicensing, transferring or enabling access to the Wallet, (c) using the Wallet for the benefit of any third party, (d) integrating the Wallet into any product or service the End User offers, (e) circumventing mechanisms in the Wallet designed to limit the End Users use, (f) performing reverse engineering of the Wallet or seeking to extract or derive the source code, except as expressly permitted by law, (g) removing or obscuring any proprietary or other notices integrated into the Wallet and (h) using the Wallet for competitive analysis to develop competitive purposes.

10 Liability

SwissSign shall be liable to the End User for all damages it causes unless SwissSign can prove that it is not at fault. Liability for ordinary negligence is excluded.

SwissSign shall be liable for any fault in respect of personal injury.

SwissSign is liable for the conduct of its auxiliaries and any third parties involved (e.g. subcontractors and suppliers) in the same manner as for its own.

Any further liability is excluded to the extent permitted by law. In particular, the following exclusions apply:

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall SwissSign or contributors to the open-source components (see chapter 11) be liable to the End User for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of the use or inability to use the Wallet (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses).

SwissSign is not liable for any losses the End User incurs if he or she does not properly protect the private keys, or in any other way the Wallet itself. If the End User forgets or loses the private keys or these data are stolen, SwissSign will not be able to recover the data and the End User may not be able to unlock or access the Wallet.

Liability for the proper functioning of third-party systems, particularly liability for hardware and software utilised by the End User, is excluded.

SwissSign shall not be liable to the End User for loss or damage incurred by the End User due to the fact that the End User has either failed to comply with or has exceeded a limitation of use.

SwissSign shall bear no liability for the validity and the acceptance of Digital Credentials by Third Parties.

SwissSign's liability for indirect losses, consequential losses, data loss, data accuracy, third-party losses and lost revenues and profits, as well as for all financial losses, is excluded to the extent permitted by law.

Furthermore, SwissSign shall not be liable if, because of force majeure, the performance of the service is occasionally interrupted, restricted in whole or in part, or rendered impossible. The term "force majeure" includes in particular natural phenomena of particular intensity (avalanches, flooding, land-slides, etc.), acts of war, riots, and unforeseeable official restrictions (e.g. because of pandemics).

11 Use of open-source software

The Wallet includes open-source components licensed under the Apache License, Version 2.0 ("Apache License"). In accordance with the terms of the Apache License, the following notice is provided:

This product includes components of the EU Digital Identity Wallet iOS Library respectively the EU Digital Identity Wallet Android Library, both licensed under the Apache License, Version 2.0.

You may obtain a copy of the License at: <https://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the Apache License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the Apache License for the specific language governing permissions and limitations under the License.

12 Amendments to the Agreement

SwissSign may adjust or amend the products/services and these Terms and Conditions at any time, this may include the discontinuation of the service. This shall be communicated to the End User in an appropriate manner. If the End User disagrees with a material change that is detrimental to him, he shall be entitled to terminate the agreement within 30 days of notification of the contractual change. If the End User does not object to the changes on time, they shall be deemed to have been accepted.

13 Warranty

The End User must inspect the Wallet upon receipt and immediately notify SwissSign of any defects, incorrect and/or incomplete information prior to the first use. Defects discovered later must be reported immediately upon discovery; otherwise, the rights as to defects shall be deemed to have lapsed.

In the event that a defect is reported, SwissSign shall be entitled to choose between rectification and replacement. Any further rights as to defects are expressly excluded. Defective certificates shall be declared invalid by SwissSign.

14 Term/termination of the Agreement

Unless otherwise provided by contract, this agreement is concluded for an indefinite term.

The agreement may be terminated by deleting the Wallet anytime by the End User, with confirmation required for deletion.

The following provisions will survive termination or expiration of this agreement: Section 4 (Requirements for Using the Wallet), Section 5 (End User Obligations), Section 5 (End User Obligations), Section 9 (Intellectual Property), Section 10 (Liability), Section 14 (Term / Termination), and any other provision of this agreement that must survive to fulfill its essential purpose.

15 Applicable law and jurisdiction

All legal relationships in connection with these Terms and Conditions shall be governed exclusively by Swiss law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

The exclusive place of jurisdiction is Zurich. Mandatory places of jurisdiction remain reserved.

16 Contacts

In case of complaints and/or other general requests as questions regarding the provision of services in accordance with these Terms and Conditions, the End User may contact SwissSign at the following address: helpdesk@swisssign.com

17 Final provisions

The End User may not offset claims of SwissSign with any counterclaims.

The End User may not transfer the rights and obligations under this agreement to any third party.

If individual provisions of these Terms and Conditions are found to be invalid or unlawful, this shall not affect the validity of the remaining provisions thereof. In such cases, the invalid provision shall be replaced with a valid provision that is as consistent as possible with it in economic terms.

SwissSign AG

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<https://www.swisssign.com>