

## **/ Nexus Wallet Terms and Conditions of Use**

### **1.- GENERAL**

These Terms and Conditions (the "**T&C**") govern the relationship between you (the "**User**") and Veridas Digital Authentication Solutions, S.L. ("**Veridas**"), and are intended to establish the conditions of use for the Nexus Wallet (the "**Service**") provided through its software application (the "**Application**", "**App**", or "**Wallet**").

Acceptance of these T&C shall be deemed to occur when the User clicks the corresponding button that appears in the Application. The terms shall always be accessible to the User through the App.

For any issues, questions, or inquiries related to the Service, the User may contact Veridas at the following email address: [info@veridas.com](mailto:info@veridas.com).

These T&C are intended solely for the use of the Wallet and for obtaining the NexusID credential ("**NexusID**" or "**Credential**"). Any additional use of the Service may be subject to specific terms and conditions and data protection policies.

### **2.- ABOUT THE SERVICE**

The main purpose of the Service is to provide the User with a simple way to identify themselves and/or share personal data, allowing them to clearly track, at all times, what data was shared, why, and for what purpose. Furthermore, all personal information contained in the NexusID will be stored solely by the User, who may use or delete it at their full discretion.

As previously stated, the Service is an Application, and as such, it may experience interruptions, whether due to reasons within or beyond Veridas' control. Additionally, some options or functionalities may be modified or even removed.

For the Application to function after installation, the User must complete the various stages of the validation process, which requires granting the Application access to certain information about their device (e.g., operating system, location, etc.) and functionalities (e.g., camera, etc.). The necessary permissions and authorizations will be requested through the device's screen, and the User may modify these permissions at any time; however, doing so may cause the Application to stop working.

### 3.- THE APPLICATION

In order to provide the system with greater accuracy and security, the User's identity verification process is carried out through various phases and pieces of evidence, all of which must be completed to finish the process. However, please note that certain operations and data processing activities are performed while the User is undergoing the verification, without waiting for its completion. Some of these operations are carried out on the User's device, while others take place on external servers.

In addition to the operations performed locally by the App on the device, at specific stages the collected information will be transmitted to Veridas' servers or, where applicable, to those of its service providers, in order to proceed with the data processing. Such data processing will be performed by Veridas or its providers, as applicable, in accordance with the data protection policy described in the following section of these T&C.

### 4. PRIVACY POLICY

The personal data processed by Veridas, whether during the process of obtaining the Credential or through any other use of the Application, will be processed in accordance with the following Privacy Policy.

**Data Controller:** Veridas Digital Authentication Solutions, S.L., with registered office at Polígono Industrial Talluntxe II, M-10, 31192, Tajonar (Navarra, Spain), and email address: [gdpr@veridas.com](mailto:gdpr@veridas.com).

For matters related to the Data Protection Unit, you may contact: [dpo@veridas.com](mailto:dpo@veridas.com).

**Data processed:**

- A valid identification document, and the data contained therein.
- The credential and its contained data.
- The selfie(s) submitted during the various processes.
- Any biometric references that may be generated in order to verify the User's identity.

**Purpose of processing:** The Application will capture one or more selfie photographs and one or more photographs of the identification document used in the process, as well as the data contained in it.

Veridas will process this data for the following purposes:

| Data Processed and Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Legal Basis (GDPR)                                    | Duration                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access to the Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                                                                                                                                                                                                              |
| <b>Identification Document:</b> <ul style="list-style-type: none"> <li>- Extraction of the document's data to carry out the identity verification process (essentially, photo, MRZ, and related data).</li> <li>- Verification of the document's validity, based on its expiration and built-in security features.</li> <li>- Generation of the credential.</li> <li>- Deletion from all Veridas systems, with the exception of the first name, last name, and document number.</li> </ul> | Arts. 6.1(a) and 9.2(a)<br>GDPR:<br>Explicit consent. | The data used to generate the credential <u>will be retained</u> for a maximum of <b>two (2) months</b> , solely to verify that no fraud occurred during the credential issuance.                                            |
| <b>Selfie Photo(s):</b> <ul style="list-style-type: none"> <li>- Identity verification by generating Biometric References (RBRs), used exclusively to verify the person's identity.</li> <li>- Generation of the credential.</li> <li>- Deletion from all Veridas systems.</li> </ul>                                                                                                                                                                                                      |                                                       | The first name, last name, and ID document number will be retained <b>as long as the User uses the Service</b> , in order to maintain a record of users with a verified credential and to allow its revocation if necessary. |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Vídeo selfie:</b> <ul style="list-style-type: none"><li>- Liveness detection and verification of the User's voluntary participation in the process.</li><li>- Deletion from all Veridas systems.</li></ul>                                                                                                                                                                                                                                                                                                                              |  |  |
| <b>Biometric Data (sensitive data):</b> <ul style="list-style-type: none"><li>- Identity verification of the user.</li></ul> <p>During the enrollment process, biometric references will be generated based on the selfie and the document photo, and compared against each other.</p> <p>For future identity verifications requiring biometric data, new references will be generated using a new selfie and the photo stored in the credential.</p> <ul style="list-style-type: none"><li>- Deletion from all Veridas systems.</li></ul> |  |  |

| Credencial NexusID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                           |                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Data contained in the credential:</b></p> <ul style="list-style-type: none"><li>- Creation and delivery of the credential to the User's device.</li><li>- Depending on the data required by Veridas for each use of the credential, the User may expressly consent or not to the communication of certain personal data contained in the credential, for the purposes communicated at the time.</li><li>- The image stored in the credential may be used, with prior express consent and depending on the use case, to verify the User's identity by generating a biometric reference and comparing it to a new selfie.</li><li>- Deletion from all Veridas systems, except for first name, last name, and document number.</li></ul> | <p>Arts 6.1(a) and 9.2(a) GDPR:</p> <p>Explicit and informed consent.</p> | <p>The credential data will be stored only on the User's device, and will remain under the User's control at all times, including for deletion.</p> |

| Exercise of Rights                                                                                                                                                                                                         |                                                                                                                                                                            |                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| In the event the User exercises any rights regarding their personal data, Veridas will use the data provided, as well as the necessary identity verification to access the Service, to evaluate and respond to the request | Art. 6.1(c) GDPR : Compliance with a legal obligation applicable to the Data Controller, pursuant to Articles 15–22 GDPR and Articles 12–18 of Spain’s Organic Law 3/2018. | For as long as necessary to process the exercise of the User’s rights communicated to the Data Controller. |

**Disclosures to third parties:** Your personal data will not be shared with third parties unless we are legally required to do so or you have given your prior consent.

In order to provide you with an appropriate service and manage our relationship with you, below is a list of categories of companies that process your data on behalf of Veridas, as part of the services we have contracted with them. These entities may have limited access to some of your personal data.

We also inform you that no international data transfers will take place under any circumstances.

Categories of data processors with access to personal data:

- Cloud hosting and processing services.
- Electronic archiving services.
- Electronic certification services.
- Backup services.
- Other services related to information technology and computing.

**Location of the Controller’s and Processors’ Service Provision:** European Economic Area (EEA).

**Exercise of Rights:** You may exercise your rights of access, rectification, erasure, and portability regarding your personal data collected for processing. Likewise, under certain circumstances, you have the right to request the restriction of or object to the processing of your data, in which case the Data Controller will cease processing such data and will only retain it where there is a regulatory obligation to do so or until the expiration of any legal claims that may arise. For any inquiries or to exercise

your rights, you may contact us by verifying your identity via email at [gdpr@veridas.com](mailto:gdpr@veridas.com), or through any of the contact channels listed in the header of this Privacy Policy. You may also contact our Data Protection Officer at [dpo@veridas.com](mailto:dpo@veridas.com).

Finally, you may lodge a complaint with the relevant supervisory authority, for example, in the country where you habitually reside, work, or where you believe an infringement has occurred. For your information, in Spain, the competent Supervisory Authority is the [Spanish Data Protection Agency](#) (Agencia Española de Protección de Datos), where you may exercise your rights using the forms provided on its [official website](#).

**Responsibility:** Veridas undertakes to act with due diligence regarding the data processing activities for which it acts as Data Controller, using the data solely for the purposes authorized in these T&C.

Additionally, where Veridas acts as a Data Processor, it will carry out the processing activities in accordance with the terms agreed in each case with the specific Data Controller.

For all matters not addressed herein, the provisions set out in Section 7 of these Terms and Conditions shall apply.

## 5-. INTELLECTUAL PROPERTY

All Intellectual and Industrial Property Rights over and related to the software contained in the Application are owned by Veridas or its providers. By accessing or using the Service, the User does not acquire any ownership rights over the software or the Application.

Any adaptation made to the software or the App for the purpose of providing the Service to the User shall be considered part of the Intellectual Property Rights of Veridas or its providers.

## 6. BREACH OF TERMS AND CONDITIONS

Participation in the Service is subject to compliance with these Terms of Use. Veridas reserves the right to suspend or terminate the Service in one or more of the following situations:

- Use of the Application or the Service for purposes other than those authorized.
- Submission by the User of third-party data without their consent. In this regard, the User is solely responsible for ensuring that the data provided through the Application belongs to them, or, where applicable, that the data

subject is informed and consents—according to the Privacy Policy outlined above—to the processing of their personal data.

- Attempt to impersonate another user or any individual not participating in the Service.
- Unauthorized modification of the Application.
- Attempt to decompile the Application, in whole or in part, or apply reverse engineering in any manner.

Violation of the Terms of Use set forth herein by the User may result in the suspension of the Service or revocation of the User's credential, without entitling the User to any compensation. Veridas reserves the right to seek compensation for any damages caused as a result of such violations.

## 7. LIMITATION OF LIABILITY

The Application is provided "**AS IS**," and Veridas makes no warranties of any kind that it will be error-free or free from malfunctions, nor that it will serve any specific purpose beyond the specifications and functionalities described herein. Both the servers used and the Application that enables access to the Service may experience operational failures or temporary downtime, which may affect the authentication service provided through them. Veridas will not be held liable for any damages resulting from failure to install available security updates, or due to the configuration applied by the User to the App.

The operation of the Application requires the device on which it runs to establish Internet connections with Veridas' servers or third-party servers, which may incur costs for the User. Veridas shall in no event be liable for any costs or responsibilities arising from Internet connectivity or location services that may be necessary for the functioning of the Application on the User's device. Such costs and responsibilities shall be entirely borne by the User.

Veridas shall not be liable for any data the User may be storing on their device, such as images, attributes, or credentials, nor for how they are used or handled. The User will be the sole holder of the personal data contained in the App (including those stored in the Credential), and Veridas shall not be liable for any data loss or unauthorized access to the solution, except in cases of willful misconduct or gross negligence by Veridas. As for personal data processed and/or retained directly by Veridas as Data Controller, such data will be handled in accordance with Clause 4, in full compliance with applicable data protection regulations.

Finally, the User acknowledges that the issuance and use of credentials may be subject to specific conditions determined, where applicable, by each Data Controller, and that the terms set out in these Terms and Conditions apply exclusively to the use of the Wallet and the issuance of the NexusID.

## **8. SUSPENSION OR TERMINATION OF THE SERVICE**

Veridas reserves the right to withdraw this Application at any time or to unilaterally suspend or terminate the Service without prior notice to Users and without generating any right to compensation in favor of the Users.

## **9. MODIFICATION OF THE TERMS**

Veridas reserves the right to modify the terms of use governing the Service. Any such modification must be accepted by the User to be valid. In any case, Veridas may condition access to the Service or the use of the Application on the User's acceptance of the updated terms and conditions.

## **10. APPLICABLE LAW AND JURISDICTION**

The law applicable to this Agreement and the Service shall be Spanish law. Any disputes arising from this Agreement shall be definitively resolved before the Courts and Tribunals of the city of Pamplona, in accordance with applicable legislation.