

# Remote Identification Services Terms and Conditions

Effective Date: [DATE]

## 1. Overview

These Terms and Conditions ("**T&Cs**") apply to your access to, and use of the remote identification services (collectively, the "**Services**") offered by FintechOS ("**FintechOS**", "**we**" or "**us**") in partnership with AriadNext. These T&Cs do not alter in any way the terms or conditions of any other agreement you may have with FintechOS 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 T&Cs on such entity's behalf and that such entity agrees to be responsible to us if you violate these T&Cs.

The Services allow the user to automatically check identity documents (as described herein) The end-result is a control report with an examination of the identification document that will help the user make a decision on the acceptance of the submitted document as proof of identity of the person who presented it.

In the event of conflict between these T&Cs and any other written agreement between you and FintechOS for the purchase of Services, the latter shall prevail.

The current version of the Identity Proofing Service Provider Practice Statement applicable to these T&Cs is IPSPPS version V1.0

## 2. Eligibility

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 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 T&Cs. 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; and (c) have full power and authority to enter into these T&Cs and that, in doing so, you will not violate any other agreement to which you are a party.

In consideration of your use of the Services, you understand and agree that FintechOS will not be able to complete any identity verification services until you have provided accurate, current and complete, as well as all required information.

## 3. Services Requirements

The Services can be accessed worldwide provided that you have a device (i.e., a desktop, mac or mobile device, iOS or Android) with a video camera, as well as access to a stable internet connection, that can sustain a prolonged video session.

### Supported OS and Browsers:

Desktop

OS: Windows

Browser: Chrome, Edge, Firefox

OS: MacOS

Browser: Safari, Chrome, Firefox

Mobile:

Android

Browsers: Chrome, Firefox  
IOS

Browsers: Safari, Chrome  
Our recommendation is to use the last versions available.

The version of the software used for the provision of the Services is:

- IDCHECK.IO ETSI\_119-461\_RO
- OID: 1.3.6.1.4.1.38226.20.10.1.1

#### Type of identification documents (IDs) allowed

During the video identification process, the details collected from you are being cross-checked against a copy of the following identity documents:

- Romania ID Card 1997
- Romania ID Card 2001
- Romania ID Card 2009
- Romania ID Card 2017
- Romania Electronic ID Card 2021

#### Identification process (Steps)

Before initiating the identification process, you must express your consent in relation to such process. If you withhold your consent, we might not be able to give you access to the Services.

During the identification process, you must follow these mandatory steps for the identification process to be successful:

- 1) You must allow access to the camera of your device (including browser) to capture images and video during the identification process;
  - a) If you will not allow camera access, then the identification process will not start;
- 2) It is mandatory that you capture a complete and legible image of your national identification document. For this step to be successful:
  - a) You need to follow the general instructions on how to position the identification document in front of the camera;
  - b) You need follow the real-time instructions on how the document should be positioned in front of the camera, e.g.: if it needs to be brought closer, held steady or if it needs to be positioned within the borders of the frame provided by the service;
  - c) The Services will require the recapturing of the image if quality problems are identified;
  - d) You have the possibility to recapture the image up to 5 times during one identification session.
- 3) After validating the image quality of the identification document, the next step is to capture a short video of the identity document, Similarly,

- a) Real-time instructions are shown on how the document should be positioned in front of the camera. The video recording starts only when the position of the document is detected as correct.
  - b) You must move the identification document in front of the camera in front and back, according to the displayed instructions.
  - c) You must match the photo of the document previously captured with a randomly displayed frame as a position on the screen.
- 4) The next step is to verify your physically presence based on a video recording of yourself. You will be prompted with general instructions on specific movements that are mandatory to be performed in order to finalize the identification process; For this step to be successful,
- a) You need to follow the general instructions on specific movements provided by the Services;
  - b) You need to follow real-time instructions on how you should position yourself within the frame provided by the Services;
  - c) You need to follow the real-time instructions on specific movements that are mandatory to be performed within the frame;
  - d) You must not change the tab of the browser in which the video identification process has been initially started since it will reinitialize the whole session.
- 5) After the completion of the previous mandatory steps, the Services will provide you with the results of the identification process.

#### **4. Restrictions of use**

##### **Fraudulent use**

You must not use the Services for fraudulent activity. Any suspicious activity gives us the right to immediately suspend or terminate the use of the Services. You must be aware that any and all information about the use of the Services may be used in legal proceedings.

##### **Incorrect use**

You may only use our Services to the extent permitted by law and in accordance with the provisions of these T&Cs. You must not engage in any activity that in any way interferes with, alters or disrupts the Services (or the servers and networks connected to the services). We retain the right to suspend or stop providing our Services if you do not comply with our conditions or policies.

You agree to be solely responsible (and we have no liability to you or any third party) for any breach of your obligations under the T&Cs, and for the consequences of any breach (including any loss or damage that may result to our company).

#### **5. Intellectual Property**

Unless otherwise indicated on the Services or otherwise by FintechOS, the Services and all content and other materials therein, including, without limitation, the FintechOS logo and all

designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of FintechOS or our licensors.

You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Content; however, such license is subject to these T&Cs for as long as you are engaged contractually with FintechOS. This licence does not include (a) any resale or commercial use of the Services or the Content therein; (b) the collection and use of any product or service listings, pictures or descriptions; (c) the distribution, public performance or public display of any Content; (d) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of the Services or the Content, in whole or in part (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Services, the Content or any information contained therein, except as expressly permitted on the Services; and (g) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within these Services and (h) any use of the Services or the Content other than for their intended purposes. Any use of the Services or the Content other than as specifically authorized herein, without the prior written permission of FintechOS, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein or otherwise by FintechOS, nothing in these T&Cs shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in these T&Cs, 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.

## **6. Our Warranties and Disclaimers**

6.1. Subject to the remainder of this clause 4, FintechOS warrants that:

- the Services shall operate in accordance with the documentation and service level agreement which were communicated to you when used in accordance with these T&Cs under normal use and normal circumstances; and
- it shall provide the Services with reasonable care and skill and in accordance with all applicable privacy laws of European legislations (including GDPR)..

6.2. The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. FintechOS shall have no liability for any such delays, interruptions, errors or other problems.

6.3. If there is a breach of any warranty in clause 4.1 FintechOS shall at its option: (i) use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) and (ii) refund the fees paid to FintechOS under the relevant agreement for the Services and terminate these T&Cs. To the maximum extent permitted by law, this

clause 4.3 sets out your sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 4.1.

- 6.4. The warranties in clause 4.1 are subject to the limitations set out in clause 6 and shall not apply to the extent that any error in the Services arises as a result of:
- any error or omission in any information you provided;
  - your failure to follow instructions set out in the Services;
  - incorrect operation or use of the Services (e.g., due to computer/smartphone camera capabilities, light conditions, quality of identification document);
  - use of any of the Services other than for the purposes for which it is intended;
  - use of any Services with other software or services or on equipment with which it is incompatible;
  - any act by any third party (including hacking or the introduction of any virus or malicious code);
  - any modification of Services (other than that undertaken by FintechOS or at its direction); or
  - any negligence or breach of these T&Cs.
- 6.5. You acknowledge that no liability or obligation is accepted by FintechOS (howsoever arising whether under contract, tort, in negligence or otherwise):
- that the Services shall meet your individual needs, whether or not such needs have been communicated to us;
  - that the operation of the Services shall not be subject to minor errors or defects; or
  - that the Services shall be compatible with any other software or service or with any hardware or equipment.
- 6.6. Other than as set out in this clause 4, and subject to clause, all warranties, conditions, terms, undertakings or obligations whether express or implied, oral or written, and including any implied terms relating to quality, merchantability or fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
- 6.7. Except as expressly and specifically provided in these T&Cs, you assume sole responsibility for results obtained from the use of the Services.

## **7. Limitation of Liability**

In no event shall FintechOS or its licensors, suppliers, distributors or affiliated parties be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Services or the content contained in or accessed through the Services, including without limitation any damages caused by or

resulting from reliance by any user on any information obtained from FintechOS, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to FintechOS's records, programs or Services. In no event shall the aggregate liability of FintechOS whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Services or to these T&Cs exceed the greater of EUR 100,000 or any compensation you pay, if any, to FintechOS for access to or use of the Services.

If you are using our Services on behalf of a business, that business accepts these T&Cs. It will hold harmless and indemnify FintechOS 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, judgements, litigation costs and legal fees.

## **8. Changes to these T&Cs or to the Services**

FintechOS reserves the right to change or modify these T&Cs at any time and in our sole discretion. If we make changes to these T&Cs, we will provide notice of such changes, such as by providing notice through the Services, or by updating the "Effective Date" section at the top of these T&Cs. Your continued use of the Services will confirm your acceptance of the revised T&Cs. We encourage you to frequently review the T&Cs 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 T&Cs, you must stop using the Services.

FintechOS reserves the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that FintechOS will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

## **9. Termination**

Notwithstanding any of these T&Cs, FintechOS 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.

## **10. Severability**

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

## **11. Third Party Content**

FintechOS 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. FintechOS 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 FintechOS 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.

## **12. Trademarks**

The logos and any other product or service names that may appear on the Services are trademarks of FintechOS or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of FintechOS or the applicable trademark holder. You may not use any metatags or other "hidden text" utilizing "FintechOS" or any other name, trademark or product or service name of FintechOS 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 FintechOS or its licensors 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 FintechOS.

## **13. Governing Law**

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