

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 Web Wallet is a website that manages credentials linked to an identity, and lets the Web Wallet holder submit zero-knowledge proofs based on such credentials to be verified by third parties or applications. When a Web Wallet 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 Web Wallet , 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 storage database is encrypted with your (user) encryption keys on client side (end-to-end encryption). Access to this encrypted data is restricted by authenticating against your (user) public keys linked to your account. Both encryption and authentication private keys are stored on your (user) side, thus only you can access and decrypt 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 Web Wallet, 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 Web Wallet 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 Web Wallet, 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 Privado 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.

Privacy Policy

Last updated : April 16, 2024

This Privacy Policy (this “**Privacy Policy**”) describes how ZKID Labs AG and its affiliates (“**ZKID**”) collect, use, and disclose information about you in connection with your use of the Services and access to the Site, including when you use or interact with the Services, register for or attend events, request to receive updates from us, complete a survey or questionnaire, participate in research, post in community features of the Site, or otherwise communicate with us through any channel. Unless specifically defined in this Privacy Policy, all capitalized terms have the meaning given to them in the Terms of Use. This Privacy Policy does not apply to any products, services, websites, or content that are offered by third parties or have their own privacy policy. Please read this Privacy Policy carefully so you understand how we handle information about you.

1. What information do we receive from you or collect?

Information Collected Automatically

We make a concerted effort to limit the information we collect about you through automated means. We may, however, automatically collect certain limited types of information when you access, use, or interact with the Services or the Site, such as:

- **Device Data.** Device data including device type (e.g., desktop, mobile, tablet), browser type and version, operating system and version, and IP address for security purposes, including but not limited to prevention of attacks, service abuse and violation of terms & conditions.
- **Aggregate Data.** Analytics about aggregate numbers of users and usage types (i.e., number of page views, event counts, and aggregate acquisition metrics), and information such as how many users in the aggregate are using certain protocols with assistance of Services; and aggregate location data across users including countries and regions from which users access the Services or the Site.

For information about how we use tracking technologies, please see our Cookie Policy.

Information from Third Parties

We may receive additional information about you from third parties we work with (including, contractors, project partners, service providers, and analytics providers). This information may be combined with other information you provide to us or that we automatically collect.

2. How We Use Information

We use information about you to:

- Enable you to access and use certain Services or features of the Site.
- Provide and deliver products, Services, or experiences you have requested.
- Maintain and improve the Services or the Site.
- Analyze usage trends.
- Enforce the Terms of Use or other policies.

3. How We Share Information

Transactions Involving Third Parties

We may make available to you services, software, and content provided by third parties for use on or through the Services or the Site. Please consult the third party's privacy policy for information about how the third party handles your personal information.

Affiliates

We may share information about you with subsidiaries and affiliates of ZKID for purposes consistent with this Privacy Policy.

Business Transactions

We may share information with third parties when we enter into a business transaction, including mergers, acquisitions, reorganizations, or a sale or transfer of all or part of our organization or assets.

Protection of Us and Others

We release information about you when we believe release is necessary to comply with law, enforce our Terms of Use and other agreements with you, or protect the rights, property, or security of ZKID, our agents and employees or users. This includes sharing information with other organizations for fraud prevention and detection purposes.

With Your Consent

You may permit us to share your information with other entities or individuals of your choosing. Those uses will also be subject to the privacy policies of the entities or individuals receiving the information.

4. Location of Information

ZKID Labs AG is located in Switzerland, and our affiliated companies and/or service providers are located throughout the world. Depending on the scope of your interactions with us, information about you, including personal information, may be stored in or accessed from multiple countries. Whenever we transfer personal information to other jurisdictions, we will ensure that the information is transferred in accordance with this Privacy Policy and as permitted by applicable data protection laws.

5. Access, Deletion, and Choice

If you need to update or delete certain information about you or your interactions with the Services or the Site, you can contact us for assistance.

You may have choices about the collection and use of information about you. You can choose not to provide certain information, but then you might not be able to use certain Services or access certain features of the Site.

- **Browser and Devices:** The help feature on most browsers and devices will tell you how to prevent your browser or device from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Please see our Cookie Policy for more information.

For additional information related to certain jurisdictions, see Section 9 below.

6. Children's Information

The Services and the Site are intended for users who are 18 years of age or older.

7. Retention of Information

We retain information collected in accordance with this Privacy Policy for as long as it is necessary to fulfill the relevant purposes described in this Privacy Policy, unless a longer retention period is required or permitted by law such as for tax, accounting, fraud prevention, investigative, and dispute resolution purposes, or to establish or defend a Claim. In some instances we may anonymize personal information about you such that it can no longer be used to identify you, in which case we can use such information indefinitely without further notice to you.

8. Contact Us, Notices, and Revisions

If you have any questions about this Privacy Policy, please Contact Us at:

ZKID Labs AG
Baarerstrasse 98, 6300
Zug, Switzerland
privacy@privado.id

If you interact with the Services or access the Site on behalf of or through your organization, then your information may also be subject to your organization's privacy practices and you should direct privacy inquiries to your organization.

We may update this Privacy Policy from time to time. If we make any changes, we will change the Last Updated date above. We encourage you to periodically review the Privacy Policy for the latest information on our privacy practices.

Any modifications to this Privacy Policy will be effective upon our posting of the updated terms. In all cases, your continued use of the Services or access to the Site following the posting of any updated Privacy Policy indicates your acceptance of the updated Privacy Policy.

9. Additional Information for Certain Jurisdictions

California

If you are a California resident, you have certain additional rights with respect to personal information about you under the California Consumer Privacy Act of 2018 ("**CCPA**").

We are required to inform you of:

- What categories of information we may collect about you, including during the preceding 12 months: See the section "What information do we receive from you or collect."
- The purposes for which we may use your personal information, including during the preceding 12 months: See the section "How we use information."
- The purposes for which we may share your personal information, including during the preceding 12 months: See the section "How do we share information."
- In the preceding 12 months, we have not sold any personal information of consumers.

Your rights

You have the right to request to know: (i) the categories of personal information we have collected about you in the last 12 months; (ii) the specific pieces of personal information we have about you; (iii) the categories of sources from which that personal information was collected; (iv) the categories of your personal information that we sold or disclosed in the last 12 months, if applicable; (v) the categories of third parties to whom your personal information was sold or disclosed in the last 12 months; and (vi) the purpose for collecting and selling your

personal information, if applicable. These rights are subject to limitations as described in the relevant law. We may deny your request if we need to do so to comply with our legal rights or obligations.

We will not discriminate against any user for exercising their CCPA rights.

You may exercise these rights yourself or you may designate an authorized agent to make these requests on your behalf. To protect your information, we may need to verify your identity before processing your request, including by collecting additional information to verify your identity, such as government issued identification documents. We will not fulfill your request unless you have provided sufficient information for us to reasonably verify you are the individual about whom we collected personal information. We will only use the personal information provided in the verification process to verify your identity or authority to make a request and to track and document request responses, unless you initially provided the information for another purpose. When we verify your agent's request, we may verify your identity and request a signed document from your agent that authorizes your agent to make the request on your behalf. To protect your personal information, we reserve the right to deny a request from an agent who does not submit proof that they have been authorized by you to act on their behalf.

If you would like to exercise any of these rights, please contact us (see "Contact us" section).

European Economic Area, the United Kingdom, and Switzerland

If you are a data subject in the European Economic Area, the United Kingdom, or Switzerland, you have certain rights with respect to your personal data pursuant to the General Data Protection Regulation of the European Union ("**GDPR**") and similar laws. This section applies to you.

References to "personal information" in this Privacy Policy are equivalent to "personal data" as defined under GDPR.

ZKID Labs AG is the controller of your personal information as covered by this Privacy Policy for purposes of GDPR. Our address is as follows: ZKID Labs AG, Baarerstrasse 98, 6300 Zug, Switzerland.

We process your personal data in reliance on the legal bases below. Where the purpose of processing is:

- **To provide and improve our Services and the Site:** We process your personal data as necessary to perform the contract under which we provide our Services to you or to allow you to access our Site.
- **To comply with the law:** We process your personal data as necessary to comply with applicable laws and our legal obligations.

- **For compliance, fraud prevention, and safety:** We have a legitimate interest in processing your personal data, as described in this Privacy Policy, and our reasons for doing so outweigh any prejudice to your data protection rights. We also process your personal data as necessary to comply with our legal obligations.
- **To send marketing communications; or for research and analytics:** We have a legitimate interest in processing your personal data, as described in this Privacy Policy, and our reasons for doing so outweigh any prejudice to your data protection rights.
- **With your consent:** We process certain of your personal data with your consent. You may withdraw your consent at any time in the manner indicated when you provided consent to the collection of your personal data through your interactions with the Services or the Site.

Your rights

You may: (i) ask whether we have any personal data about you and request a copy of such personal data; (ii) request that we update or correct inaccuracies in your personal data; (iii) request that we delete your personal data; (iv) request a portable copy of your personal data; (v) request that we restrict the processing of your personal data if such processing is inappropriate; and (vi) object to our processing of your personal data. These rights are subject to applicable law.

If you would like to exercise any of these rights, please contact us (see “Contact Us” section above). To protect your information, we may need to verify your identity before processing your request, including by collecting additional information to verify your identity, such as government issued identification documents.

If you would like to submit a complaint about our use of your personal data or our response to your requests regarding your personal data, please Contact Us above. You may also lodge a complaint with your local data protection authority.

Transfers outside of the EEA

If we transfer your personal data outside the European Economic Area, we will do so in accordance with the terms of this Privacy Policy and applicable data protection law.

Cookie Policy

Last updated : September 28, 2023

1. Introduction

This cookie policy explains how ZKID Labs AG ("ZKID") uses cookies and similar technologies to recognize you when you visit our Sites (this "Cookie Policy"). Unless specifically defined in this Cookie Policy, all capitalized terms have the meaning given to them in the Terms of Use[a]. This Cookie Policy explains what these technologies are, why we use them, and your rights with respect to the use of these technologies. In some cases we may use cookies to collect personal information, or information that becomes personal information if we combine it with other information. For more details on how we process your personal information, please review our Privacy Policy.

2. What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners to make their website function, work more efficiently, or provide reporting information.

Cookies set by the website owner (in this case, ZKID) are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies." Third party cookies enable third party features or functionality to be provided on or through the Site (e.g., like advertising, interactive content, and analytics). The parties that set these third party cookies can recognize your computer or device when it visits the website in question.

3. Why do we use cookies?

We use cookies for several reasons. Some cookies are required for technical reasons in order for our Sites to operate, and we refer to these as "essential" or "strictly necessary" cookies. Other cookies enable us to understand the interests of our website visitors and users to enhance the user experience on our Sites. Third parties serve cookies through our Sites for our own advertising, analytics and other purposes. This is described in more detail below. The specific types of first and third party cookies served through our Sites and the purposes they perform are described below (please note that the specific cookies served may vary depending on the specific Sites you visit).

4. What about other tracking technologies, like web beacons?

Cookies are not the only way to recognize or track visitors to a website. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enables us to recognize when someone has visited our Sites or opened an email from us. This allows us, for example, to monitor the traffic patterns to our Sites, to deliver or communicate with cookies, to improve Site performance or our Services overall, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functionality.

Provider	Name	Funding purpose and	Duration
Google	Google Analytics and Google Tag Manager	Google Analytics is a web analytics tool that helps us understand how users engage with the Site (e.g., pages visited, interactions with the Site and clicks, etc.). This information is used to compile reports and to help us improve our Site. Specifically for frontends and applications, we use Google Analytics tools to track aggregated information including number of users visiting our Site and aggregated device information across users about types of browsers used, browser versions, operating systems and versions, and device types (e.g., mobile, tablet, desktop). Google	General Site Usage - 2 years (_ga) Frontend and Application Usage - 2 years (_ga) 1 day (_gid) 1 minute (_gat)

		Analytics also provides location data such as country and region across users on an aggregate basis.	
Google	Google reCAPTCHA	Google reCAPTCHA is a bot mitigation tool which uses an advanced risk analysis engine and adaptive challenges to keep malicious software from engaging in abusive activities on websites. reCAPTCHA sets a necessary cookie when executed for the purpose of providing its risk analysis.	Frontend Usage - 6 months (_GRECAPTCHA)
Cloudflare	Cloudflare Clearance	Cloudflare uses a Clearance Cookie that records when a proof of challenge is passed. If the cookie is present, the challenge is not issued. It is required to reach an origin server. In this case, it is needed to be able to reach the Alchemy RPC node to be able to display the total number of NFT holders.	Frontend Usage - 30 minutes (cf_clearance)

5. How often will you update this Cookie Policy?

We may update this Cookie Policy from time to time in order to reflect, for example, changes to the cookies we use or for other operational, legal or regulatory reasons. Please visit this Cookie Policy regularly to stay informed about our use of cookies and related technologies. The date at the top of this Cookie Policy indicates when it was last updated.

6. Where can I get further information?

If you have any questions about our use of cookies or other technologies, please contact us at:

ZKID Labs AG
Baarerstrasse 98, 6300
Zug, Switzerland