

Terms and Conditions of Service

/FIRST.- General

These Terms and Conditions regulate the relationship between you (hereinafter the "User") and VERIDAS DIGITAL AUTHENTICATION SOLUTIONS, S.L. (hereinafter the "VERIDAS") and aim to set the conditions of use of the access service (hereinafter the "Service" or the "Demo"). Specifically, the Service consists of a registration phase via this website, and one or more future verifications at the access gate(s).

Acceptance of the present terms and conditions is understood to have occurred when the User marks the "I accept" option that appears in the Service's registration application at the moment of starting it, with the conditions always being accessible to the User through this website. It will be necessary to previously tick the box in which the use of biometric data is expressly accepted in order to carry out the process; the lack of this consent will not allow access to the service.

For any incident, doubt or query related to the Service offered, the User can contact VERIDAS at the email address support@veridas.com.

SECOND.- About the Service

VERIDAS would like to thank the Users for their participation in the Demo. The main purpose of the Demo is to test the different solutions designed by VERIDAS in a specific environment (in this case, a digital bank).

- 2.3.- For the Service to work, it is necessary that the User completes the different stages of the registration process, allowing the Solution to access certain functionalities (e.g. camera and/or microphone) of the User's device. Through the device's screen, the registration application will request the necessary permissions and authorisations, as well as the actions required from you to carry out the registration or onboarding. The User may modify these authorisations and permissions at any time, which may however cause the registration application to stop working.
- 2.2.- Once the registration phase has been completed, the User will be able to access different functionalities of the Demo. As this is a test



application, the actions carried out in it, such as biometric authentication to make signatures or send transfers, will have no legal validity.

For this reason, it may also experience interruptions, or some options or functionalities may undergo changes (or even be eliminated).

/THIRD - Operation of the Service

- 3.1.- In view of your participation in the Demo, we inform you of the following guidelines that must be observed for the system to operate properly. In order to provide the system with greater precision and security, the process of identification and authentication of the User is carried out through different phases and evidences. In order to complete the authentication and provide you with a result, it is essential that you complete the process. However, we inform you that certain data processing is carried out during the process, without waiting for it to be completed. Some of these operations will take place on your terminal while others will do so on external servers.
- 3.2.- In addition to the information collected directly by the User through the different phases, the Solution may obtain additional information from the terminal itself, such as the location or type of browser, among others, in order to offer greater guarantees in terms of User authentication. Apart from the operations that the Solution may carry out on the terminal where it is being executed, at certain times, the Demo communicates the information collected to the VERIDAS servers so that it can process the data. The aforementioned data processing will be carried out by VERIDAS in accordance with the data protection policy indicated in these terms and conditions.
- 3.3.- In the event that the physical access control solutions are to be used for testing, it will be necessary, in addition to the registration process already indicated, to carry out the verification process at the access gate. In these cases, some operations will take place on the User's device and in the Veridas cloud, and others on the access terminal.

/FOURTH.- Data Protection Policy

In accordance with current data protection legislation, we hereby inform you that:

<u>Data Controller</u>: VERIDAS DIGITAL AUTHENTICATION SOLUTIONS, S.L., with registered office at Polígono Industrial Talluntxe II, calle M-10, 31192



Tajonar (Navarra), will be acting as a Data Controller for the processing of the personal data provided in relation to the Service. E-mail address: gdpr@veridas.com.

<u>Data Protection Officer:</u> the Data Controller has appointed a Data Protection Officer (DPO), as the person in charge of protecting the fundamental right to the protection of personal data and supervising compliance with data protection regulations. The DPO can be contacted at the following address: dpo@veridas.com.

Data processed:

- Photographs or selfies of the face.
- Voice recordings.
- Biometric vectors extracted from the above images and/or voice recordings.
- Identity document and the data it contains.
- Telephone number.
- E-mail address.

<u>Purposes of the processing, legal basis and retention term</u>: First, the Service's registration application will capture images of the User's identification document and one or more selfie-type photographs.

After this, the User will have access to the Demo and will be able to test its different functionalities. Many of them will require taking of a photograph or a voice recording to generate a biometric vector that will be compared with another one to verify the User's identity.

VERIDAS will process this data for the following purposes, all of them for demonstration purposes only and applicable or not depending on the use you make of the Demo:

Purpose and processing	Legal Basis (GDPR)	Retention term	
Access and Participation in the Demo			



Use of the e-mail address to allow the organisation of the data entered in the demo, so that users can exercise their rights.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
Checking the requirements for access to the demo.	Art. 6.1.a) Express consent of the data subject.	The data will be automatically deleted once it has been used for the purpose for which it was collected.
Use of the demo. Validation of the identification document and extraction of the information contained therein, for demonstration purposes only.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
Comparison of facial images captured in the process using biometric techniques for identity matching measurements, for demonstration purposes only.	Art. 6.1.a) Express consent of the data subject.	The data will be automatically deleted once it has been used for the purpose for which it was collected.
Comparison of voice recordings captured during the Demo using biometric techniques for identity matching measurements, for demonstration purposes only.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
Analysis of the User's gestures (without video recording) for the proof of life test, purely for demonstration purposes.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end



		of this period, your data will be destroyed.
Recording of a video (consisting of image and audio) of the User used for the proof of life test, for demonstration purposes only.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
When appropriate, generation of biometric QR code.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
When appropriate, checking against sanction lists and PEPs (for which the following data, among others, can be processed: name and date of birth).	Art. 6.1.a) Express consent of the data subject.	The data will be automatically deleted once it has been used for the purpose for which it was collected.
Use of the data provided by the User for the improvement of Veridas' ID verification technology, and in particular of Veridas' document and biometric (facial and voice) systems.	Art. 6.1.a) Express consent of the data subject.	The data collected and/or generated through the Service will be kept for up to 5 years. At the end of this period, your data will be destroyed.
Commercial communications		



Sending commercial communications relating to products or services related to the Demo.

Art. 6.1.f) Legitimate interest of the Controller based on the art. 21.1 of the Spanish Ley de Servicios de la Sociedad de la Información y Comercio Electrónico.

For as long as the contractual relationship remains in force and you wish to continue receiving such communications.

Exercise of data subjects' rights

In the event that, as a data subject, you exercise any of your rights in relation to your personal data, we will use the data you provide to us, as well as the e-mail address required to access the demo, to evaluate your request and respond to it.

Art. 6.1.c) Fulfillment of a legal obligation, applicable to the Data Controller based on Articles 15 to 22 of the GDPR and 12 to 18 of the Spanish Ley Orgánica 3/2018.

As long as it is necessary for the exercise of rights communicated to the Controller.

In achieving the above-mentioned purposes, VERIDAS guarantees that the processing of your personal data is carried out exclusively for the provision of the Service, and that they are not marketed or made accessible to third parties outside the Service, unless so established by law or ordered by a competent authority.

<u>Transfers and communications to third parties:</u> We will not transfer your personal data to third parties, unless we are required to do so by law or you have previously authorised us to do so.

In order to provide you with an adequate service and manage the relationship we have with you, below you will find a list by category of companies that process your data on behalf of VERIDAS, as part of the service we have contracted them to provide.

In addition, we inform you that, for the same purpose as indicated in the previous paragraph, certain companies that provide services to VERIDAS may have access to your personal data (international data transfers). These transfers are made to countries with a level of protection comparable to



that of the European Union (European Commission adequacy decisions, standard contractual clauses and certification mechanisms).

For further information, please contact the VERIDAS Data Protection Delegate at the following email address: dpo@veridas.com.

Information on categories of Veridas' Data Processors:

- IT services:
 - Cloud processing and storage services.
 - Operation monitoring services.
 - Backup services.
 - Other services related to information and computer technologies.
- Services related to biometric facial and voice recognition technologies.
- Services related to the management of access rights.
- Analysis services (PEPs and sanctions).

For the processing of the email address, in particular, the services are, in addition, the following, which may imply a data transfer:

- CRM offered by HubSpot (HubSpot, Inc.) located in the USA.
- Postal, distribution and courier services.
- Archiving, custody, storage and digitisation services.
- Administrative services.

Place of provision of the related services: Spain and the European Union.

Rights in relation to your data: You may exercise your rights of access, rectification, erasure and portability, in accordance with current legislation, and, in certain circumstances, those of opposition and limitation of processing, by contacting the Data Controller. To exercise your rights, please send your request to the email address gdpr@veridas.com, enclosing a copy of your ID card or equivalent document proving your identity. The exercise of these rights is free of charge.

You may withdraw your consent for the processing of your personal data at any time by the same means, without this affecting the



lawfulness of the processing carried out up to that time. In the event that there is processing covered by another valid basis of legitimacy, such as compliance with a legal obligation (article 6.1.c), the withdrawal of consent does not necessarily imply the end of such processing.

Likewise, if you consider that VERIDAS has not processed your personal data in accordance with the regulations, you may contact our Data Protection Officer (dpo@veridas.com) or file a complaint with the Spanish Data Protection Agency (www.aepd.es).

/SIXTH - Intellectual Property

VERIDAS hereby grants the User a non-exclusive, revocable, personal and non-transferable license to use the Demo, in order to be able to use it for demonstration or testing purposes. The maintenance of the license to use the Solution is in any case conditional upon compliance with the Terms and Conditions set out in this document, and the license may be revoked by VERIDAS in the event that the User breaches these terms, without any prior notice being required from VERIDAS to the User and without this circumstance generating any type of compensation for the User.

In the event that VERIDAS ceases to provide the service offered through the Solution or it or part of it ceases to be accessible, the license for the Solution will be automatically revoked, without the need for any prior notice or warning to the User, and without any type of compensation being required from VERIDAS in this regard.

In the event that VERIDAS releases new versions of the Solution or part of the components, VERIDAS may make access to the Solution conditional upon downloading and installing the latest version of the software.

/SEVENTH - Violation of the Terms of Use

Participation in the Demo and use of the Solution are conditional upon compliance with these terms of use. VERIDAS reserves the right to suspend or terminate the Service and this Agreement in one or more of the following situations:

- The use of the Service for purposes other than the management of access to VERIDAS facilities and, in particular, for any commercial or third-party identification/authentication system in production.
- The incorporation of data by the User of other third parties without their consent. For these purposes, it is the sole responsibility of the



User to ensure that the data they are providing through the system are their own or, failing that, that the person concerned is aware of and consents, in accordance with the privacy policy set out above, to the processing of their personal data.

- Attempt to impersonate another user or person outside the Service.
- Modification of the Solution.
- Attempting to decompile all or part of the system or reverse engineer it in any way.

The violation by the User of the conditions of use set out in these terms may result in the suspension of the User's account or termination of the same, without in both cases generating any compensation in favour of the User, VERIDAS reserves the right to claim any damages caused by the violation of the conditions.

/EIGHTH - Limitation of Liability

The Demo and its features are offered free of charge and for demonstration purposes only, so VERIDAS does not offer any kind of guarantee on the reliability, operation or maintenance of the Solution, or the accuracy of the information uploaded by Users. The Demo is provided "AS IS" so VERIDAS in no way guarantees that it is free of errors or bugs of any kind or that it serves a specific purpose beyond the specifications and functionalities contained herein. Both the VERIDAS servers and the Demo that serves as the basis for accessing the Service may have malfunctions or temporarily cease to be operational, thus affecting the authentication service offered through it. In short, VERIDAS does not guarantee the reliability and maintenance of the service offered through the Demo or the proper functioning of such software.

For the operation of the Solution it is necessary for the device under which it operates to make connections through the Internet to VERIDAS servers, a circumstance that may incur costs to the User. In no case will VERIDAS assume any cost or responsibility for the operation or charges that the Internet connection and positioning services that may be necessary for the operation of the Demo from the User's terminal where the same is executed, which will be in any case at the expense and responsibility of the User.



/NINTH - Changes, Suspension or Termination of Service

VERIDAS reserves the right to withdraw this Demo at any time or suspend or terminate the Demo Service unilaterally, without any prior notice to Users and without generating any type of compensation on their behalf.

It may also modify the terms of use governing the Service, notifying the User of the changes, as well as make access to the Service conditional upon acceptance of the new terms and conditions. The maintenance of the license to use the Demo is in any case conditional upon compliance with the terms and conditions set out in this document, and the license may be revoked by VERIDAS in the event that the User breaches these terms, all without any prior notice being required from VERIDAS to the User and without this circumstance generating any type of compensation for the User.

In the event that VERIDAS ceases to provide the service offered through the Solution or the Demo ceases to be accessible, the license for the Demo will be automatically revoked, without any prior notice or warning to the User being necessary, and without any type of compensation being required from VERIDAS in this regard.

/TENTH - Language

The present terms and conditions are offered in English, but in case of conflict, the Spanish version shall prevail.

/ELEVENTH - Applicable Law and Jurisdiction

The Service and these Terms and Conditions shall be ruled by the Spanish law and, provided that it is possible and does not contravene any legislation in this regard, any dispute arising from this contract shall be finally settled by arbitration administered by the Spanish Court of Arbitration, in accordance with its Regulations and Statutes, which is entrusted with the administration of the arbitration and the appointment of the arbitrator or arbitrators. Otherwise, the aforementioned stipulation



shall be understood as not having been provided for and the provisions of the applicable legislation shall apply.