General Terms and Conditions
for Users of
the UBIRCH-KYCT Service

of the Ubirch GmbH, Im Mediapark 5, 50670 Cologne

1.   General Provisions

1.1   These General Terms and Conditions (hereinafter also referred to as "GTC") govern the relationship between the Ubirch GmbH, Im Mediapark 5, 50670 Cologne (hereinafter: "Provider" or "UBIRCH") and its end users (hereinafter also referred to as "Users"; both together also referred to as "Contracting Parties").

1.2   "UBIRCH partner" means those entities that provide the UBIRCH Service to the User.

1.3   UBIRCH operates an Identity Token Service which enables Users to generate proof of certain properties (e.g., User's identity as a combination of civic identity (e.g., via an ID card) and crypto identity (e.g., via a wallet ID), or proof of age of majority) and to store it as a non-transferable token in a blockchain variant offered by UBIRCH. The details of the Identity Token Service are described in section 3.

1.4   The subject matter of this agreement is the use of the Identity Token Service which enables Users (1) to provide a form of proof of identity and (2) to have a created token read out to prove the identity of the User (hereinafter referred to as "UBIRCH-KYCT Service").

1.5   These GTC as well as any applicable annexes shall apply to the contractual relationship between UBIRCH and the User concerning the right to use the UBIRCH-KYCT Service. Annexes to this contract may contain supplemental terms and conditions.

1.6   These GTC exclusively govern the contractual relationship between the User and UBIRCH with regard to the use of the UBIRCH-KYCT Service. Any transactions or contractual relationship between the Users and one of UBIRCH partners or third partners shall be governed exclusively by the provisions agreed between the respective Users and the respective UBIRCH partners or other third parties.

2.   Conclusion of contract and registration

2.1   The presentation of the UBIRCH-KYCT Service on the Internet or in other media does not constitute a binding offer by UBIRCH. This merely gives potential Users the opportunity to make a binding offer to conclude a contract for the use of the UBIRCH-KYCT Service. UBIRCH is not obliged to accept such an offer.

2.2   The use of the UBIRCH-KYCT Service is free of charge for Users.

2.3   In addition to the conclusion of a contract between UBIRCH and the User, access to and thus use of the UBIRCH-KYCT Service requires registration for the UBIRCH-KYCT Service. When registering, an account will be created, through which the User may use the UBIRCH-KYCT Service. Registration by UBIRCH shall only be completed through confirmation to the e-mail address provided by the User.

2.4   The UBIRCH service may be used by natural persons and legal entities. Natural persons must have reached the age of eighteen. Legal entities must be registered by their legal representative. Users must keep their access information confidential and must prevent

unauthorized third parties from gaining knowledge of it. Unauthorized parties shall be, in the case of natural persons, any third party and in the case of legal entities any person if UBIRCH has not been expressly notified of their capacity to act on behalf of the legal entity.

2.5   Authorized representatives are persons who have authenticated themselves as such in a suitable manner vis-à-vis UBIRCH.

2.6   The creation of more than one User account for the same User is not permitted. The User account is not transferable.

3.   Identity Token Service

3.1   The purpose of the Identity Token Service is to provide proof of certain characteristics (e.g. an existing link between a citizen identity and an existing crypto identity or the age of majority) of the respective Users. For this purpose, an identifying personal document (e.g. ID card) submitted by the User is checked by a UBIRCH partner, and assigned to the User. Then, a pre-existing crypto wallet is checked and assigned to the respective User and their identity.

3.2   For this purpose, the User must duly complete the designated verification procedure, possibly via a partner designated by UBIRCH, and grant UBIRCH permission to execute a request to the crypto wallet in order to be able to perform a verification operation.

3.3   UBIRCH will generate a proof of identity (as a non-transferable token) from this and document the event in different blockchains. Additionally, non-transferable tokens, e.g. ERC-721 or similar, are written to the blockchains offered by UBIRCH. Depending on the choice of the respective User, UBIRCH stores the proof of creation of the token and makes it available to other parties as needed.

3.4   The Users agree to the accessibility of the proof in defined cases. UBIRCH may only disclose the information on which the identification is based to third parties (in particular subsequent contractual partners of the User) in predefined individual cases (in particular denial of identity).

4.   Services provided by UBIRCH

4.1   During the contractual term, UBIRCH shall allow the User to authenticate their identity by using the UBIRCH-KYCT Service, where it is required.

4.2   The UBIRCH-KYCT Service therefore offers an identification function. The Users do not need to undergo verification with their actual data, but can achieve confirmation of the necessary property via the UBIRCH-KYCT Service. For this purpose Users may be redirected to UBIRCH's identity-token-service

4.3   Moreover, the UBIRCH-KYCT Service also offers a reading function. It enables Users to read previously created Identity tokens. UBIRCH then notifies their partner that the identity of the User has been verified.

4.4   The UBIRCH-KYCT Service further provides assistance in the creation of an authentic NFT ("authenticated minting function"). The UBIRCH-KYCT Service can be used by UBIRCH partners to create a token, which confirms the civil identity of a User. This identity token can then be recorded together with other data in a newly-minted NFT. For this purpose (verification of a User's civil identity), Users are redirected to UBIRCH's identity-token-service.

4.5   In the event of successful identification, UBIRCH assures the respective UBIRCH partner that the User has successfully used the Identity Token Service and that the Crypto-Identity is assigned to a civic identity.

4.6 In the event that a User who has been identified by means of the readout function disputes that he or she has carried out a transaction and the UBIRCH partner can prove that such a transaction was carried out with the respective Token, UBIRCH shall transmit the data stored on the respective User to the UBIRCH partner to the extent required.

4.7 The UBIRCH-KYCT Service, the computing power required for the use of the UBIRCH-KYCT Service and the storage and data processing space required for the operation of the UBIRCH- KYCT Service and the storage of the data entered by the User shall be provided by UBIRCH. UBIRCH shall not be responsible for establishing and maintaining the data connection between the UBIRCH partner's IT systems and UBIRCH or between the UBIRCH partner and the User. This includes, but is not limited to, UBIRCH's responsibility to ensure that the website of UBIRCH's partner, including the integration of the UBIRCH-KYCT Service, is available via the Internet.

4.8 UBIRCH strives to ensure the trouble-free operation of the UBIRCH-KYCT Service. This is necessarily limited to services that are within UBIRCH's sphere of influence. UBIRCH, therefore, informs the User hereby that there may be restrictions or impairments in the use of the UBIRCH-KYCT Service, which are beyond UBIRCH's control. These include especially but are not limited to actions by third parties not acting on behalf of UBIRCH, technical failures beyond UBIRCH's control, and force majeure.

4.9 UBIRCH shall be free to restrict access to the UBIRCH-KYCT Service in completely or in part, temporarily or permanently, due to maintenance work, capacity issues and other events beyond its sphere of influence.

5. Updates of the UBIRCH-KYCT Services

5.1 UBIRCH is entitled, but not obligated, to modify the UBIRCH-KYCT Service during the contract period, in particular, to adapt it to technological progress. This also includes the addition of new functionalities, changes to the User interface, and adjustments to the backend. In this context, UBIRCH reserves the right to modify the UBIRCH-KYCT Service without prior notice to offer the User correspondingly optimized range of services, provided that the suitability of the UBIRCH-KYCT Service for the agreed purpose is preserved as a result and the optimized range of services is reasonable for the Users, with due consideration of the interests of both parties.

5.2 Moreover, UBIRCH shall be entitled to make changes, adjustments, restrictions, or to remove functionalities of the UBIRCH-KYCT Service and the services offered with it if changed legal regulations or standards or new technical or scientific findings make this necessary. The manner of implementation shall be at UBIRCH's discretion. The User has no right to the maintenance of individual-specific functionalities or their introduction.

5.3 The UBIRCH partners connected to the UBIRCH-KYCT Service and the functions used by the UBIRCH partners may change. The User has no claim to the permanent connection of individual UBIRCH partners to the UBIRCH-KYCT Service or the use of individual functions by individual UBIRCH partners. The same applies mutatis mutandis to the availability of individual blockchain infrastructures, which are beyond UBIRCH's sphere of influence.

6. User Support und KYCT operating hours

6.1 UBIRCH offers User Support by E-Mail or via other means of contact provided by UBIRCH.

6.2 The support service shall receive questions from the User regarding the use of the UBIRCH-KYCT Service and reports of any malfunctions and shall respond to them as far as possible.

6.3 The UBIRCH-KYCT Service is in principle available 24 hours a day, seven days a week (" Time of Operation"). Availability means the possibility for the User to use the essential

functionalities of the UBIRCH-KYCT Service. Non-availability does not include maintenance periods, restrictions, or failures of the software underlying the UBIRCH-KYCT Service due to circumstances beyond UBIRCH's control and responsibility (fault of third parties, disruption of telecommunication lines, force majeure, etc.). UBIRCH will limit maintenance windows to the minimum and will use them primarily for the import of updates and to ensure the security of the systems.

7. Data processing rights, data backup

7.1 UBIRCH processes the personal data of the Users during the use of the UBIRCH-KYCT Service in its own interest and is solely responsible for such processing.

7.2 UBIRCH is also entitled, but not obliged, to keep the data in a failover system or separate failover computer center. UBIRCH shall also be entitled to make changes to the structure of the data or the data format in order to eliminate faults.

7.3 UBIRCH may also evaluate access to the UBIRCH-KYCT Service on an anonymized basis.

8. Obligations of the User

8.1 The User shall not be entitled to pass on login data to third parties. The User is obligated to handle their login data with care and to prevent misuse of the login data by third parties. Should the User receive indications that his User account is being misused by third parties, he shall notify UBIRCH of the same without delay.

8.2 The User must refrain from any activity that is likely to impair and/or place an excessive burden on the operation of the UBIRCH-KYCT Service, the services offered, and/or the technical infrastructure behind them. This includes in particular the use of software, scripts, or databases in connection with the use of the UBIRCH-KYCT Service or the automatic reading, blocking, overwriting, deleting, modifying, or copying of data, unless this is required for the intended use of the UBIRCH-KYCT Service.

8.3 Users are obliged to provide only truthful information when using the UBIRCH-KYCT Service. Any attempts to misuse the UBIRCH-KYCT Service are prohibited. When using the UBIRCH-KYCT Service, it is prohibited to deceive about one's own identity and/or to use content and/or data that is untruthful, criminal, or otherwise illegal or that infringes the rights of third parties. A use of third-party identities (including commonly used identities) is not permitted.

9. Free of charge use

9.1 The use of the UBIRCH-KYCT Service is free of charge for Users.

9.2 UBIRCH processes the personal data provided by Users exclusively to fulfill its obligation to provide services or to meet legal requirements, and for no other purpose. In particular, the provision of personal data shall not serve to replace a payment obligation in money.

10. Troubleshooting

10.1 UBIRCH shall provide services with due diligence in accordance with the recognized rules of technology. UBIRCH shall remedy technical faults in the UBIRCH-KYCT Service as quickly as possible in order to offer uninterrupted operation of the services to the greatest possible extent. This shall only apply to malfunctions for which UBIRCH is responsible.

10.2 Service disruptions shall be governed by the law applicable to service contracts (Dienstvertragsrecht).

11.   Liability

11.1   Unlimited liability: UBIRCH shall be liable without limitation for intent and gross negligence, in the event of a breach of a contractually granted guarantee and in accordance with the Product Liability Act (Produkthaftungsgesetz). UBIRCH shall be liable for slight negligence in the event of damage resulting from injury to the life, body, and health of persons.

11.2   In all other cases, the following limited liability shall apply: In the event of slight negligence, UBIRCH shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the User may regularly rely upon ("Kardinalpflichten")

11.3   In the event of a slightly negligent breach of an obligation pursuant to Clause 11.2, the amount of liability shall be limited to the damage that was foreseeable and typical of the contract at the time the contract was concluded in view of the respective component of the service. The maximum liability in these cases shall be the amount for one year of services.

11.4   These limitations of liability shall also apply in favor of UBIRCH's vicarious agents.

12.   Indemnification of third-party claims

12.1   The User shall indemnify UBIRCH against all third-party claims arising from the use of the UBIRCH-KYCT Service in the event that claims are asserted on the basis of alleged or actual infringements of rights and/or violations of third-party rights, and undertakes to reimburse UBIRCH for all costs, if any, incurred by UBIRCH as a result of third-party claims. Reimbursable costs shall include, in particular, the costs of reasonable legal representation and legal defense that UBIRCH should incur.

12.2   Any further claims for damages shall remain unaffected.

13.   Contract Term and termination

13.1   The contract between the Parties shall be for an indefinite period and may be terminated on a monthly basis.

13.2   This shall not affect the right of the parties to terminate the contractual relationship without notice for good cause (Section 314 BGB). A reason entitling UBIRCH to terminate the contract for cause shall be deemed to exist in particular if the User violates the obligations set forth in Section 8, in particular if the User provides false information regarding his/her own identity or attempts to establish a connection to an identity that is not used by the User or not used by the User alone.

13.3   Notices of termination must be in writing to be effective. The Account of the User shall be blocked when the termination becomes effective.

13.4   UBIRCH shall delete the User account after termination of the contract following the expiry of the statutory periods. This shall not affect the User's identity token. Without a corresponding active User Account, the Identity Token will become anonymous.

13.5   If and to the extent that UBIRCH is entitled to terminate the contract without notice for good cause, UBIRCH may also block access to the User account and the provision of the UBIRCH-KYCT Service to the respective User until the reason for termination has ceased to exist.

14. Final Provisions

14.1 The EU Commission has provided a platform for amicable settlement of disputes. This allows consumers the opportunity to initially resolve disputes in arising from the conclusion of an online contract without the intervention of a court. The dispute resolution platform can be accessed via the external link http://ec.europa.eu/consumers/odr/. We will endeavor to settle any disagreements arising from this contract amicably. However, we are not obligated to participate in any arbitration proceedings and do not offer to do so.

14.2 All disputes between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer law provisions of the country in which the User usually resides shall remain unaffected by the choice of law.

14.3 Verbal collateral agreements have not been made. Amendments, supplements, and additions to these GTC shall only be valid if agreed in writing between the contracting parties. This shall also apply to any amendment of this contractual provision.

14.4 UBIRCH shall be entitled to amend these General Terms and Conditions with effect for the future, with the exception of the main performance obligations. Main performance obligations are those obligations that make proper performance of the contract possible in the first place and on the observance of which the contracting parties may regularly rely upon. UBIRCH shall notify the User of the changes, give the User the opportunity to object to the changes within a reasonable period of time after being notified thereof, and specifically point out that the changes shall become effective in the absence of an objection.

14.5 Users shall not be entitled to transfer contracts based on these General Terms and Conditions as a whole or individual rights and obligations arising therefrom to third parties or to have them exercised by third parties.

14.6 UBIRCH shall be entitled to transfer contracts based on these GTC with all rights and obligations to another company. The transfer shall become effective 28 days after it has been communicated to the Users. In the event of a transfer of this contract to another company, Users shall have a special right of termination, which must be exercised with a notice period of two weeks after notification.

14.7 Should one or more provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, such provision shall be deemed to be agreed which, to the extent legally possible, comes closest to what was intended by the contracting parties according to the origin, meaning, and purpose of the invalid or unenforceable provision. The same shall apply to any loopholes in this agreement.

As of July 2022