

Terms and conditions for Concordium Mobile Wallet

Effective from May 15th 2021

Introduction

Concordium Mobile Wallet is a digital wallet that is offered worldwide by Concordium Software ApS ('Concordium Software'). At developers.concordium.com, you can read about how the app works. Concordium Software may continually change and/or adjust the functions of Concordium Mobile Wallet. Concordium Software's terms and conditions apply to Concordium Mobile Wallet users worldwide.

The wallet will register and use data about you. Concordium Software will not register or use data about you.

Terms and conditions for all services and functions

Parties to the agreement

When you register with Concordium Mobile Wallet, you enter into an agreement with:

Concordium ApS, Østergade 13, 2., 1100 København K, Denmark. CVR no.: 42334758. Our email address is contact@concordium.software.

What do you need in order to register with Concordium Mobile Wallet

The following is required to register with Concordium Mobile Wallet:

- Have a mobile device (e.g., smartphone or tablet). You can see which operating systems can be used at developers.concordium.com.
- Verify your identity with an identity provider. The identity provider will know the identity of the initial account creator.

You must be at least 18 years old to register.

Registering as a Concordium Mobile Wallet user

Before you can use Concordium Mobile Wallet, you will need to create an initial account and register with an identity provider by following the instructions in the app. An identity provider is a third-party supplier and independent of Concordium Software. The Concordium Mobile Wallet stores data from the identity provider, but Concordium

Software does not.

After you have created the initial account and registered with an identity provider, you can create additional accounts ('regular accounts') with which you will be able to carry out transactions.

Please note that you can only register one account as the initial account.

Activation code and personal password

When you register in Concordium Mobile Wallet, you will need to create a personal passcode. If your mobile device supports it, you can subsequently activate your fingerprint or use facial recognition instead of the 6-digit password. You should be aware that all fingerprints/facial recognitions linked to your mobile device can be used to log on to Concordium Mobile Wallet and use the functions. You are therefore obliged to ensure that you have only activated your own fingerprints and your own facial recognition if you want to use them instead of the 6-digit password for access to Concordium Mobile Wallet. Concordium Mobile Wallet does not store your fingerprints or facial recognition.

Other obligations etc.

You have a duty to ensure that the details you provide are correct and updated at any given time. Your Concordium Mobile Wallet is personal and may be used only by you. You must not disclose your passwords to others, write them down, or save them on your mobile device.

Concordium Mobile Wallet must not be used for illegal activities or purposes.

You must not use Concordium Mobile Wallet in a way that harasses other Concordium Mobile Wallet users.

All transaction requests are irreversible. You are yourself responsible for ensuring that the recipient of a transaction via Concordium Mobile Wallet is the intended recipient, and you must verify that the transaction amount is correct. You are responsible for providing the correct account to persons and users who want to transfer funds to you.

To prevent unauthorized use of Concordium Mobile Wallet, you must store your mobile device so that others cannot gain unauthorized access to it. If possible, you should lock your device with a password or keypad lock. Do not disclose the password to third parties.

You are obliged to verify your identity with an identity provider. The identity provider will know the identity of the initial account creator. Your identity can be revealed via the process of anonymity revocation, which can happen under stringent regulations, such as a court order.

You are solely responsible for safekeeping your passwords, PINs, account keys, encryption keys, identity, and any other codes you use to access the Concordium Mobile Wallet or any information, GTU, or voucher. If you lose access to the Mobile Wallet, private keys, or identity, and you have not separately stored a backup of your accounts and the corresponding password(s), you acknowledge and agree that any GTU you have associated with that account will become inaccessible.

Please note: If you have chosen to use assistants based on speech recognition (e.g., Siri) or patterns of use, this means that information about your use of Concordium Mobile Wallet, including recipients, amounts, and messages, is sent to the provider of the assistant. Your own use of any assistant determines what information is sent. Concordium Mobile Wallet does not send any information.

Term

This agreement will apply between you and Concordium Software from your download of the Concordium Mobile Wallet, and until you have completely removed the Concordium Mobile Wallet in its entirety from your device.

The section *Concordium Software's liability for damages* shall apply indefinitely.

Fees and charges

Concordium Software currently does not charge any fee for registration with Concordium Mobile Wallet. Concordium Mobile Wallet does not charge a transaction fee; however, you have to pay a transaction fee for transactions on the blockchain.

Any other costs and charges related to your use of the Concordium Mobile Wallet shall be paid by you, including but not limited to costs to the identity provider, if any.

If we introduce new functions, features, products, or services, these may be subject to fees from the start without you receiving any notice of changed terms and conditions. You will always be informed about the fee before you register for the function, feature, product, or service.

Changes

You will be notified on concordium.software if we change the terms and conditions. We may change the terms and conditions without notice. You can read the terms and conditions at concordium.software, from which you can also print, download, or email them.

If you do not wish to be covered by the new terms and conditions, you must notify us before the new terms and conditions enter into force. If you notify us that you do not wish to be covered by the new terms and conditions, we will consider the Concordium Mobile Wallet agreement to be terminated from the date on which the new terms and conditions enter into force. If we do not hear from you, we will regard it as your acceptance of the changes.

Intellectual property rights and license

Concordium Software retains all right, title, and interest in and to all of Concordium Software's brands, logos, and trademarks, including, but not limited to, Concordium Mobile Wallet, Concordium Desktop Wallet, Concordium Client, and variations of the wording of the said brands, logos, and trademarks.

Our notification of unauthorized use and security threats

We may issue information about general security threats through concordium.software and social media.

Concordium Software's liability for damages

Concordium Software is not liable for damages for late or defective performance of the Concordium Mobile Wallet and/or our contractual obligations resulting from error or negligence.

Even in areas in which stricter liability applies, Concordium Software is not liable for losses arising from

- Breakdown of or lack of access to IT systems or damage to data in these systems attributable to any of the events listed below regardless of whether Concordium Software or a third-party supplier is responsible for the operation of these systems, power failure, or breakdown of Concordium Software's power supply system or telecommunications, statutory intervention or administrative acts, acts of God, war, revolution, riot, civil unrest, sabotage, terrorism, or vandalism (including computer virus attacks or hacking).
- Strikes, lockouts, boycotts, or picketing, regardless of whether Concordium Software or its organization is itself a party to or has started such an industrial dispute and regardless of its cause. This also applies if the dispute affects only parts of Concordium Software.
- Other circumstances beyond or within the control of Concordium Software.

Please be advised that Concordium Software is not liable for any defects or deficiencies in the goods or services for which you pay using Concordium Mobile Wallet. Concordium Software accepts no liability for the fundraising campaigns to which you make contributions using Concordium Mobile Wallet. If you have any complaints regarding the delivered goods, services, or fundraising campaigns, you must contact the seller and/or the fundraiser.

Concordium Software does not undertake any liability for the conduct of the seller/fundraiser in general.

Privacy

When reasonably practicable, Concordium Software will attempt to respect your privacy. Concordium Software will not monitor, edit, or disclose any personal information about you or your account, including its contents or your use of the Concordium Mobile Wallet, without your prior consent unless Concordium Software has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Concordium Software; (iii) enforce this Agreement; (iv) protect the interests of users of the Concordium Mobile Wallet other than you or any other person; or (v) operate or conduct maintenance and repair of Concordium's services or equipment, including the Concordium Mobile Wallet as authorized by law. You have no expectation of privacy with respect to the Internet generally. Your IP address is transmitted and recorded with each message or other information you send from the Concordium Mobile Wallet. When you create an identity with a third party supplier, they store data about you and in this scenario, the third party's privacy policy and term and conditions apply.

Governing law and venue

The agreement and any dispute arising out of the agreement are governed by Danish law and such disputes must be heard by Copenhagen District Court or the jurisdiction of the defendant's domicile unless otherwise provided by absolute consumer rights in Denmark. This applies without consideration for rules in international private law which may lead to the application of other law than Danish law.

Complaints

You can always write to Concordium Software if you disagree with us. In this way, we make sure that such disagreement is not based on a misunderstanding. The address is Østergade 13, 2., 1100 København K.

New copy of these terms and conditions

You can always find the latest version on concordium.software.

You can contact Concordium Mobile Wallet support via support@concordium.software.

Acceptance

The first time you open the Concordium Mobile Wallet, you'll be asked to click "Yes, I Accept" to confirm that you agree to these terms and conditions.