

# END USER LICENSE AGREEMENT FOR DIZME WALLET

This is an End User License Agreement for the DIZME Wallet, a mobile application (hereinafter the “**Application**”), for the use and management of the DIZME credential and it is a legal agreement (hereinafter “**Agreement**”) between the Owner, (hereinafter also the “**User**”) and eTuitus VAT 05301630652, with registered office in Salerno, Via Giovanni Paolo II, n. 88, Fisciano (SA), amministrazione@pec.eTuitus.it (hereinafter “**eTuitus**”, and together with User, hereinafter the “**Parties**”, and each, a “**Party**”)

By clicking “install” or downloading, accessing and/or using the Application, the User agrees to be bound by this agreement. eTuitus reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The User shall be responsible for reviewing any such modifications to the Agreement. If the User keeps using the application after such modifications or replacement of this Agreement, it accepts such modifications or replacement.

## 1. DEFINITIONS

**DIZME:** a digital Framework designed by InfoCert S.p.A. which shares the Self Sovereign Identity (SSI) vision and accelerates the digital transformation journey, through the DIZME Wallet. The SSI paradigm allows the Owner to self-manage his/her digital identity.

**DIZME Credential:** an electronic assertion containing a set of claims made by an Issuer about an Owner or by the Owner about his/herself concerning the proof of its identity or a specific qualification and/or title of this latter.

**DIZME Wallet:** the technical application, designed and developed by eTuitus, that shall be downloaded on the Owner device and that allows the usage of the DIZME Credential within the DIZME framework.

**Issuer:** the entity that issues a DIZME Credential to an Owner.

**Owner:** the legal or natural person to whom the DIZME Credential is issued. The DIZME Credential is stored in the Owner’s DIZME Wallet where it can be used to respond at Proof Requests.

**Proof Request:** the request sent by a Verifier to an Owner concerning the proof of its identity or a specific qualification and/or title of the Owner.

**Service:** the use of the DIZME Wallet.

**Verifier:** the entity that requests the DIZME Credentials or Proof from the Owner and verifies it, in order to confirm the identity of the Owner or a specific qualification and/or title of this latter.

## SECTION 1 GENERAL PROVISIONS

### 2. TERMS AND CONDITIONS OF THE SERVICE

**2.1** Under these General Terms and Conditions, the Owner is the User that downloads and manages the DIZME wallet, for the use and management of the DIZME credential and whose data are enhanced within it.

**2.2.** The scope of this Agreement is to regulate the terms and conditions of the DIZME Wallet Service provided by eTuitus.

**2.3.** eTuitus grants to the User a non-exclusive and non-transferable right to use the Service in accordance with these terms and conditions. All rights not expressly granted herein are reserved to eTuitus, its licensors and licensees, if any.

The User agrees not to

- (i) sublicense, grant a sub-license, sell, resell, transfer, assign, distribute, or exploit in any way for commercial purposes, or make available to any third party the Service or its contents in any way.
- (ii) create a product using ideas, features, functions or graphics similar to those of the Service, or copy any ideas, features, functions or graphics of the Service. The access key cannot be shared or used by more than one individual User.

The User shall use the Service solely for its designed purposes and it agrees not to:

- (i) use the Service for purposes of monitoring, benchmarking, comparison or other purposes of competing with eTuitus;
- (ii) send spam messages or otherwise duplicated messages or send unwanted messages in breach of the laws in force;
- (iii) send or store material that is illegal, obscene, threatening, defamatory or in any other way illegal or offensive, including material harmful to minors or that violates the privacy right of third parties;
- (iv) send or store material that contains viruses, worms, Trojan horses or any other computer code, files, scripts, agents or programs that may damage hardware and software;
- (v) interfere with or stop the integrity or performance of the Service or the data contained therein;
- (vi) attempt to gain unauthorized access to the Service or its related systems and networks;
- (vii) use the Service within the digital advertising services field, for the scope of monitor, measure, report, analyze, assess, predict and optimize digital advertising viewability, fraud prevention, brand safety and brand suitability.

**2.4** Pursuant to the Italian Consumer Code and other relevant and applicable laws, applicable to the on line services, the electronic procedure for the execution of the Agreement requires that the User accepts eTuitus proposal and request the Service only after acknowledgment of the relevant contractual documentation. Before submitting the request, the User can detect and correct any data entry by exiting and restarting the procedure from the original website. The Agreement is executed when the request, as acceptance of the proposal, is received by eTuitus; the confirmation will follow on a durable device with the delivery of a copy of all the contractual documentation.

### **3. FEES**

3.1. The fees due for the DIZME Wallet Service are set forth on eTuitus website as applicable at the moment of the purchase of the Service.

3.2 The User shall pay the established fees according to the amount, terms and conditions indicated on the said eTuitus website.

### **4. PRIVACY NOTICE PURSUANT TO ARTICLE 13 OF EU REGULATION NO. 679/2016**

4.1 As Data Controller in relation to the data provided by the Owner, eTuitus undertakes to process the aforementioned personal data, pursuant to and in accordance with Article 13 of EU General Data Protection Regulation no. 679/2016/EU, using paper files and IT and digital tools that ensure maximum security and confidentiality, for the purposes of and in the manner set out in the privacy policy made available to the Owner before downloading the DIZME Wallet Application.

### **5. OWNER LIABILITY**

5.1 The Owner is liable for the truthfulness and the accuracy of the data provided during the Registration and Certification Request. If during the Registration process, the Owner has hidden and/or concealed, also by means of forged identity documents, his/her actual identity or falsely declared to be another subject or, in any case, acted in such a way to jeopardize the identity verification process he/she shall be held liable for all damages caused to eTuitus and/or to third parties due to the inaccuracy of the information used with the DIZME Wallet, with the obligation to guarantee and hold eTuitus harmless from any possible claims for damages compensation.

### **6. INTELLECTUAL PROPERTY**

All intellectual and industrial property rights and all other rights on the service and its software and any other technological solution included therein and/or connected thereto are and shall remain property of eTuitus, unless third party's ownership is expressly indicated. All rights for the use of the Service and the software and technological solutions included therein are reserved to eTuitus. The Owner shall use the service solely within the limits and the terms provided in this Agreement. The Owner cannot use the Service, software and technological solutions included therein in any other way. By way of example but not limited to, copying, modifying, decompiling, disassembling, distributing, also online, and granting third parties with the use of the service, software and technological solutions is prohibited.

### **7. eTUITUS LIABILITY**

**7.1** eTuitus obligations are set out in and limited to this Agreement. In particular eTuitus ensures only the functioning of the DIZME Wallet . In particular, eTuitus provides no guarantee on the proper functioning and security of the hardware and software equipment used by the Owner; on the use of the DIZME Credential and/or the DIZME Wallet not envisaged by this Agreement; on the regular and ongoing functioning of national and/or international electricity and telephone lines; on the validity and relevance, of the documentation and environment where the DIZME Credential is used by the Owner; on the secrecy and/or integrity of any message, deed or document associated with the DIZME Credential.

**7.2** Given the provisions set forth in this Agreement , eTuitus has no obligation for the surveillance and/or monitoring of the content, type or electronic format of documentation and hashes transmitted by the electronic procedure indicated by the Owner, and has no liability, in relation to their validity and connection with the Owner's effective will, and with reference to the relationship between the Owner and the Verifier.

**7.3.** In the event of failures by eTuitus to comply with its obligations, the User shall only be entitled to a refund of the price paid for the Service in relation to the period when the Service was not available as compensation for all the damages possibly suffered. The refund may not be claimed if the period when the Service was not available is due to the telecommunications network operator or if it arises from unpredictable circumstances, force majeure or causes that are anyway beyond eTuitus control such as strikes, riots, earthquakes, acts of terrorism, turmoils, deliberate sabotage, chemical and/or bacteriological accidents, war, floods, measures of the competent authorities or the inadequacy of facilities and hardware and/or software equipment used by the Owner.

## **8. TERMINATION OF THE AGREEMENT AND RIGHT OF WITHDRAW**

**8.1.** Pursuant to Art. 1456 of the Italian Civil Code, the Agreement shall be terminated with immediate effect together with the interruption of the Service, in case the Owner fails to comply with the following provisions: Art. 3 (Fees) Art. 5 (Owner Liability ); Art. 6 (Intellectual Property). Termination shall occur by law upon communication of eTuitus to the Owner by certified email or registered letter with return receipt of its intention to terminate the contract. eTuitus is entitled to withdraw from this Contract at any time pursuant to Art. 1373 of the Civil Code with a 30-day notice. In any case of revocation of the contract, the Service shall no longer be provided, and the Contract shall terminate its effects.

**8.2** In all cases where the Owner fails to comply with his/her obligations, eTuitus may suspend the provision of the Service. In this event the fees shall be due any way and, if already paid, said fees shall be fully retained by eTuitus also as partial compensation.

**8.3** The Agreement is stipulated for an undetermined period of time. The Owner can withdraw from this Agreement, at any time, giving to eTUITUS, in accordance whit art. 9.1., 30 days written prior notice.

## **9. MISCELLANEOUS**

**9.1 Communications** Any written communications, shall be sent by the Owner to the addresses indicated above. eTuitus shall send any possible communications to the Owner to the certified email address (“PEC”) or to the email address indicated in the Order and/or the Request Form.

**9.2 Jurisdiction**. Any dispute arising between the Parties in relation to this Contract, including those in relation to the validity, interpretation, execution and termination shall be exclusively assigned to the Court of Rome, with the exclusion of any other competent jurisdiction. If the Owner is a consumer, pursuant to Art. 66-bis of the Consumer Code, civil disputes relating the Contract executed by the consumer shall be submitted to the mandatory territorial jurisdiction of the court located in the consumer’s place of residence or domicile. Pursuant to Art. 141-sexies of the Consumer Code, although eTuitus has not undertaken to avail of an alternative dispute resolution entity, it shall inform the consumer that he/she may voluntarily use out-of-court dispute resolution methods provided for by the Consumer Code, by Legislative Decree 28/2010 and by any other applicable laws.

**9.3** It should also be noted that, pursuant to the EU Regulation No. 524/2013, for the resolution of disputes relating to online contracts and services, it is possible to refer to the Online Dispute Resolution (ODR) procedure, provided by the European Commission and accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

**9.4 Applicable law**. This Contract is governed by the Italian law. For anything that is not expressly provided herein, reference shall be made to the provisions of the Italian Civil Code and other applicable laws.

**9.5 Severability**. Each provision of the Agreement shall be deemed as approved in the sense that (i) it is an autonomous part of the Agreement, (ii) it produces, in any case, its effects regardless of the effectiveness or nullity of other contractual provisions and (iii) its possible invalidity shall not affect in any case the validity and effectiveness of the Agreement .

## SECTION 2 USE OF THE DIZME CREDENTIAL AND DIZME WALLET

### **10 . SCOPE**

**10.1** The use of the DIZME wallet requires the issuance of the DIZME credential to the Owner. In providing the Service, eTuitus provides the Owner with an IT procedure, resident on its systems or on those of its partners. The mentioned procedures imply the recognition of the Owner. Subject to his/her recognition, the Owner receives his/her DIZME Credential and is enabled to manage it, for the purpose of spending it through the DIZME environment and prove his identity. The DIZME wallet is the electronic tool that permits the Owner to obtain and manage his/her DIZME credential. There are no fees for the DIZME Credential issued by eTuitus for the usage of the DIZME wallet.

### **11. OBLIGATIONS OF THE OWNER**

**11.1** The Owner must follow the electronic procedure indicated by eTuitus in order to allow the verification of data, issuance and delivery of the Credential provided, assuming all liability in this regard, also regarding the applicable law on false declarations.

**11.2** The Owner, is aware that the use of the DIZME Credential is under his/her sole liability, and he/she is bound to observe the utmost diligence in indicating, using, storing and protecting the authentication tools made available by third party application on the mobile phone. The authentication and subscription instruments for activating the DIZME Credential are strictly personal, therefore the Owner is required to protect the confidentiality of these instruments with the utmost diligence, making sure not to communicate or disclose them to third parties, not even in part, and keep them in a safe place. Furthermore, it is the responsibility of the Owner to carefully check the content of the application and electronic procedures in which he/she wants to spend his/her DIZME Credential.