

## 1SIGN - Terms of Service

### (Data Processing Agreement – Section 6 Data Management and Privacy)

## 1SIGN

May 24, 2024.

### 1. Introduction

1.1. These Terms of Service “Terms,” governs our relationship with “Users” and others who interact with and replace 1SIGN, as well as 1SIGN brands, products, and services, which we call the “1SIGN Services” or “Services”. By using or accessing the 1SIGN Services, you agree to these Terms, as updated from time to time in accordance with Article “Amendment” below. Additionally, you will find resources at the end of this document that help you understand how 1SIGN works.

1.2. These Terms govern the access to and the use of 1SIGN’s website and portal ([www.1SIGN.one](http://www.1SIGN.one), hereinafter referred to as “Website”), Apps and 1SIGN’s Services by private persons, legal entities, or visitors (hereinafter collectively referred to as “you”).

1.3. These Terms apply for all Services available through the Website, and the Apps. The Website, Apps and the Services may only be accessed and used in accordance with these Terms. By accessing and using the Website, Apps and/or the Services you agree and accept these Terms and warrant that you are authorized to accept these Terms and to enter into an agreement with 1SIGN (hereinafter referred to as “Agreement”).

1.4. These Terms constitute the entire Agreement between you and 1SIGN, unless a separate agreement in written form between you and 1SIGN exists that has modified or departed from these Terms. The Agreement enters into force from the date the Terms are accepted. If you do not agree with these Terms, you must immediately leave the Website and or the Apps and cease using it or any of the Services and delete your account if you have registered such.

1.5. 1SIGN reserves the right to change these Terms. Any changes to these Terms will be posted on [www.1SIGN.one](http://www.1SIGN.one) and will enter into force on the date stated in the change. If you do not agree with the changes, you must immediately leave the Website and or the Apps and cease using it or any of the Services and delete your account if you have registered such.

1.6. This Agreement is an agreement between you and 1SIGN. References to “us,” “we,” and “our” mean 1SIGN. This Agreement makes up the entire agreement between the parties regarding 1SIGN and supersedes any prior agreements and nothing in this Agreement shall prevent 1SIGN from complying with the law.

This User Agreement does not confer any third-party beneficiary rights.

### 2. Definitions

By "**1SIGN Services**" or "**Services**" we mean the features and services we make available, including through (a) our portal at website [www.1SIGN.one](http://www.1SIGN.one) and any other 1SIGN branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Android / IOS apps; (c) Platform (Portal); (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. 1SIGN reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not these Terms.

By "**Platform (Portal)**" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from 1SIGN or provide data to us.

By "**information**" we mean facts and other information about you, including actions taken by Users and non-Users who interact with 1SIGN.

By "**content**" we mean anything you or other Users post, provide, upload or share using 1SIGN Services.

By "**data**" or "**User data**" or "**User's data**" we mean any personal data, including a User's content or information that you or third parties can retrieve from 1SIGN or provide to 1SIGN through the Platform as well as documents which a User uploads.

By "**application**" we mean any application or website that uses or accesses the Platform, as well as anything else that receives or has received data from us. If you no longer access the Platform but have not deleted all data from us, the term application will apply until you delete the data.

By "**Customer**" we mean a private person or a legal entity who has registered an account with the Website or the Apps.

By "**User**" we mean a private person or a legal entity who has registered an account with the Website or the Apps.

By "**Apps**" we mean Android and IOS 1SIGN apps downloaded from the Google Play and Apple Store, respectively.

By "**Partners**" we mean any legal entity signing up with 1SIGN services with the purpose of using the API to extract User data.

By "**visitor**" we mean a private person who visits the Website and is not a customer.

By "**Website**" we mean [www.1SIGN.one](http://www.1SIGN.one).

By "**Agreement**" we mean this agreement with 1SIGN.

### 3. Sharing Your Content and Information

3.1. You own all the content and information you share with 1SIGN and third parties, and you can control how it is shared.

3.2. Grant permission (consent) for sharing - You are granting your permission (consenting) to your content and information when you choose to share it with a third party.

This consent is valid until you explicitly choose to withdraw it, the time limit for the consent has expired or the agreement under which it was made is terminated.

1SIGN will, after the explicit consent from you, grant third parties' access to your personal information, including access to the specific documents used for the verification of your identity.

1SIGN recommends the third parties not to locally store the documents, however, 1SIGN cannot be held reliable for any third-party action or potential mishandling of your content and information. This is the sole responsibility of the third party, which you grant permission to see and use your content and information.

3.3. Withdrawal of consent for sharing - If you choose to withdraw your consent, then 1SIGN will inform the third parties of your decision and your request of them to delete and cease using your content and information.

1SIGN will close the access that the third party had for your content and information.

1SIGN cannot be held reliable for any third parties' action before or after the withdrawal of consent.

1SIGN can also not be held reliable if the third parties choose to not delete your content and information, this is at the sole responsibility of the third parties.

Note that even after withdrawal of your consent legislation, such as Anti-Money Laundering laws, might impact and extend the duration for which third parties, or 1SIGN, will retain access to your content and information.

Withdrawing consent for a third-party access to your content and information will not have an influence on your relationship with 1SIGN.

3.4. Withdrawal of consent for 1SIGN - You will have to shut down (delete) your account if you wish to withdraw consent for 1SIGN.

The 1SIGN platform cannot function without permission to see and use your data and you therefore must close (delete) your account in such a situation.

Note that closing (deleting) your 1SIGN account includes withdrawing consent for all third parties connected to the 1SIGN platform which may have serious consequences for your relationship with the companies in question.

#### **4. Safety and Registration**

4.1. Safety - We do our best to keep 1SIGN safe, but we cannot guarantee it. We use state-of-the-art encryption technology to protect your personal information. But we need your help to keep 1SIGN safe, which includes the following commitments by you:

- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not use 1SIGN to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of 1SIGN, such as a denial-of-service attack or interference with page rendering or other 1SIGN functionality.
- You will not facilitate or encourage any violations of these Terms or our policies.

4.2. Registration - 1SIGN Users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will only use 1ID for account creation, login, document signing and personal identification.
- You will not provide any false personal information on 1SIGN or create an account for anyone other than yourself without permission.
- You will not create more than one personal account.
- If we disable your account, you will not create another one without our permission.
- You will not use 1SIGN if you do not have an 1ID digital profile.
- You will keep your contact information accurate and up to date via the 1ID App.
- You will not share your password (2 factor authentication), let anyone else access your account, or do anything else that might jeopardize the security of your account.

## 5. Security and Maintenance

5.1. 1SIGN is committed to maintain full functionality, security and operational stability of the Portal, Website, Apps, and the Services as much as possible and is taking all reasonable technical measures to do so. In the event of any problems with the functionality of the Portal, Website, Apps, and the Services, 1SIGN will strive to restore the full functionality as soon as possible.

5.2. 1SIGN does not warrant any level of uptime but expects 1SIGN's systems to have 99 percent uptime.

5.3. 1SIGN strives to ensure the security of all User's Data, as well as all personal data processed by 1SIGN regardless of whether part of the User's Data or not. To achieve this, 1SIGN uses methods such as encryption, backup strategies, as well as all other necessary security measures.

5.4. The User's Data are stored on 1SIGN's webserver which is placed in Germany and is operated by a hosting provider trusted by 1SIGN, Amazon Web Services ([www.aws.com](http://www.aws.com)). By

creating an account with the Apps (1ID) or Website, the Customer consents to the storage and the processing of the User's Data created by it on 1SIGN's webserver under these Terms. For the processing of the part of the User's Data which represents personal data see Article Data Management and Privacy. For the processing of the personal data, which is part of the Account Information, see 1SIGN's Privacy Policy.

5.5. The User's Data created by a Customer will be stored if the Customer's account exists. In case that the Customer's account has been closed or terminated pursuant to any of the grounds stated in section Termination, the User's Data created by a Customer may no longer be stored.

5.6. The User remains solely liable for the content, authenticity, and accuracy of all the User's Data which the User creates.

5.7. Irrespective of the above, 1SIGN is not liable for any interruptions of the access to or the use of the Portal, Website, Apps, and the Services or for any malfunctions, defects or limited functionality of the Portal, Website, Apps and the Services caused by conditions beyond 1SIGN's control, including system failure, third party's malicious actions, hacker attacks, power failure, interruption or overload of the Internet, failure, or lack of Internet connection, or similar.

5.8. Further, 1SIGN is not liable for any interruptions of the access to or the use of the Portal, Website, Apps, or the Services due to maintenance actions. In such event, 1SIGN will strive to restore the normal functionality of the Portal, Website, Apps, and the Services as soon as possible. 1SIGN will try to inform the Customer via e-mail (or in Apps message) for any planned maintenance actions that are to take place.

## **6. Data Management and Privacy**

6.1. To make the access to and use of the Portal, Website, Apps, and the Services available to you, 1SIGN collects and processes certain personal data. By accessing and using the Portal, Website and Apps and by registering an account with the Website or Apps, you provide 1SIGN with some of your personal data.

6.2. The processing of said personal data by 1SIGN is regulated by 1SIGN's Privacy Policy. Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use 1SIGN to share your information with others and how we collect and can use your content and information.

6.3. 1SIGN's Privacy Policy is an integral part of these Terms. By agreeing on and accepting these Terms you also agree on and accept 1SIGN's Privacy Policy. By using or accessing 1SIGN Services, you agree that we can collect and use such content and information in accordance with the Privacy Policy as amended from time to time.

6.4. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

6.5. In addition, this section regulates how 1SIGN processes the part of the User's Data which is personal data. This section is to serve as a data processing agreement ("DPA") between 1SIGN and the User, which the User enters by using the Services. In the relations between the User and 1SIGN, the User is to be considered controller and 1SIGN is to be considered processor. For clarity, the terms "personal data", "processing", "controller", "processor", "data subject" and "personal data breach" shall have the same meaning as in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("Regulation (EU) 2016/679"). The purpose of the DPA is to govern the obligations which the User has as a controller and 1SIGN has as a processor. If any provision in these Terms contradicts to the DPA described in this section, it is the DPA which shall have precedence.

6.6. The User hereby warrants that it is the owner or the authorized holder of all personal data, which the User's Data may contain and that it is authorized to transfer said personal data to 1SIGN for processing. The User warrants that it has obtained said personal data legally and in accordance with any legal act or requirement which might be applicable, including Regulation (EU) 2016/679. The User agrees and acknowledges that 1SIGN is processing said personal data on the User's behalf and that said processing does not extend beyond the duration of the Agreement, unless required by any applicable law to which 1SIGN is subject. The User warrants that, as a controller, it meets all legal data protection requirements, including those set forth in Regulation (EU) 2016/679. The User warrants that it has provided the data subject with all information concerning personal data processing which is required by the applicable law, including the information required by Regulation (EU) 2016/679.

6.7. 1SIGN processes the personal data which the User's Data may contain only for the purpose of and to the extent necessary for making the access to and use of the Services available to the User.

6.8. The types of personal data which 1SIGN processes on behalf of the User under this article may include all kind of personal data and may be related to all kind of categories of data subjects. Considering the above, it is solely the User's decision what kind of personal data and of what categories of data subjects are to be processed by 1SIGN. As a controller, the User shall maintain a record of all processing activities under its responsibility as required by the applicable law.

6.9. The User warrants that all personal data which is to be processed by 1SIGN on the User's behalf under this article, will be transferred to 1SIGN via the use of the Services. 1SIGN shall not be liable for any personal data which has been transferred to it by the User in a way and by means which do not meet the requirements of the applicable law, including Regulation (EU) 2016/679.

6.10. 1SIGN shall process the personal data which is part of the User's Data if it is necessary for providing the Services to the User and in accordance with section Security and Maintenance and any applicable law.

6.11. 1SIGN shall process the personal data which is part of the User's Data only on User's instructions, unless 1SIGN is required to process the personal data by the applicable law to which the 1SIGN is subject.

6.12. The User hereby authorizes 1SIGN to engage other processors for processing personal data under this article and in connection with providing the Services to the User and approves the processors which 1SIGN has already engaged prior to the User's accepting of these Terms. Upon User's accepting of these Terms, Amazon Web Services, Ireland is used by 1SIGN as a processor for storage of the personal data which 1SIGN processes under this article. 1SIGN shall inform the User on the Portal, Website, via Apps, email or in future terms of use about any changes to the already engaged processor or about every other processor that 1SIGN plans to engage and give the User the opportunity to object to such changes. If the User does not approve the changes to the already engaged processor or the engagement of other processor(s), it shall cease using the Services and in case that the User is a Customer, it shall close its account with the Portal, Website and Apps.

6.13. When engaging other processor, 1SIGN shall ensure that said processor will take upon itself the same obligations which 1SIGN has pursuant to this article, and that said processor provides sufficient guarantees and appropriate technical and organizational measures for personal data processing so that it meets the requirements of the applicable law, including Regulation (EU) 2016/679.

6.14 1SIGN ensures that all persons authorized by it to process personal data under this article, whether 1SIGN's employees or not, have committed themselves to confidentiality. 1SIGN ensures that any natural person acting under the authority of 1SIGN who has access to the personal data does not process the data except on the User's instructions.

6.15. 1SIGN ensures that it has taken appropriate technical and organizational measures for security of the personal data processing under this article and to prevent the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

6.16. However, 1SIGN does not warrant against personal data breach. In the event of a personal data breach, 1SIGN undertakes to notify the User without undue delay after becoming aware of the personal data breach. Said notification shall describe:

- The nature of the personal data breach and, if possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.
- The likely consequences of the personal data breach.
- The measures taken or suggested to be taken to remedy the personal data breach and, if possible, the measures to mitigate its possible adverse effects.

Said notification shall also include the name and the contact details of the data protection officer or, if such has not been appointed by 1SIGN, another contact point where more information can be obtained. Irrespective of the above, the User acknowledges that a personal data breach is not a violation of these Terms on the part of 1SIGN and that 1SIGN disclaims any liability for damages or any other losses which might be related to the

personal data breach, cf. section Liability. As a controller the User is responsible for notifying the competent supervisory authority and for communicating the data breach to the data subjects when it is so required by the applicable law.

6.17. 1SIGN shall to a reasonable extent assist the User in ensuring compliance with the User's obligations as a controller, considering the nature of personal data processing carried out by 1SIGN and as far as this follows from 1SIGN's obligations under these Terms. 1SIGN shall assist the User with handling requests and inquiries from data subjects, unless the User can handle them itself using the different features incorporated in the Services. All data subjects to whom the User is a controller are encouraged to search communication with the respective controller in connection with exercising their rights as data subjects.

6.18. The User hereby states and acknowledges that 1SIGN has provided it with all information necessary to demonstrate that 1SIGN complies with the obligations of processor under Regulation (EU) 2016/679. Said information is accessible here. If requested by the User and on the User's expense, 1SIGN agrees to allow for and contribute to audits, including inspections, conducted by the User or an auditor mandated by the User in relation with the personal data processing as far as the User's Data of that User is concerned.

6.19. In case that the Agreement between 1SIGN and the User is terminated based on the grounds stated in article Termination, as well as in case that Customer's account is terminated based on the grounds stated in article Termination, 1SIGN shall, at the choice of the User, including when said User is a Customer, delete or return all the personal data 1SIGN processes under this section, as well as delete any existing copies unless required to store the personal data by the law. In any case, article Security and Maintenance shall remain applicable.

6.20. The User hereby agrees that it will apply all instructions and security measures concerning the access to and the use of the Services which 1SIGN decides are necessary.

6.21. The User remains solely liable and shall indemnify 1SIGN for all claims, damages, losses, costs, and expenses which may result from the User's failure to fulfil its obligations as a controller or to apply the instructions and security measures set forth in this section.

## **7. Intellectual Property**

7.1. All intellectual property rights to the Portal, Website, the Apps and the Services belong to 1SIGN. You are granted only limited, non-exclusive, non-transferable, non-assignable, terminable, paid (free) license to use the Portal, Website, the Apps and the Services under the conditions set out in these Terms.

7.2. Any intellectual property rights to the User's Data, which is created by a Customer, belong to their respective legal owners. The Customer commits to indemnify and hold 1SIGN harmless for any claims of infringement of any intellectual property rights originating from the User's Data, which the Customer has created.

## **8. Warranties**



8.1. By accepting these Terms, you hereby warrant that you are authorized to use the Website, the Apps, and the Services. Further, you hereby warrant that you will not use the Website and the Services for any illegal, harmful, or unauthorized purpose. By accepting these Terms, you agree that you use the Portal, Website, Apps, and the Services at your own risk and will comply with all applicable laws when using or accessing the Services.

8.2. The Customer hereby warrants that the Account Information the Customer submits is full, accurate and correct. Further, the Customer is solely responsible for the confidentiality of the Customer's account, including the password (2 factor authentication) and the Account Information. The Customer hereby agrees that it will notify 1SIGN for any unauthorized log-in, password change or similar action towards the Customer's account as soon as possible after the Customer has become aware of said unauthorized action. The responsibility for all actions associated with the Customer's Account belongs solely to the Customer.

8.3. 1SIGN warrants that it has taken all reasonable technical measures and safeguards for the Portal, Website, the Apps, and the Services to function and operate seamlessly. Irrespective of the above, 1SIGN is not liable for any interruptions, malfunctions, defects or limited functionality of the Portal, the Website, the Apps, and Services in or beyond 1SIGN's control, including inaccessibility and unavailability of the Portal, Website, the Apps and/or the Services. In such cases, 1SIGN will try to restore the normal functionality of the Portal, Website, the Apps, and/or the Services as soon as possible. You may not claim compensation for any loss or damage that might be a result of interruption, malfunction, defect or limited functionality of the Portal, Website, the Apps, and/or the Services.

8.4. 1SIGN warrants that it will provide all reasonable technical measures and due care to keep User's Data and Customer's account safe and secure. Irrespective of the above, 1SIGN does not warrant that third parties cannot or will not try to access, misuse, hack, disclose, delete, or take any other malicious or harmful actions towards the Portal, the Website, the Apps, and/or the Services, the Customer's account, or the User's Data. 1SIGN is not liable for any loss or damage that you may suffer from such third-party actions, nor for any loss or damage which may result from the Customer's account or the User's Data destruction, loss, alteration, or disclosure.

## **9. Liability**

9.1. By accepting these Terms, you agree that 1SIGN and its owners and employees and other contributors are not liable for any direct, indirect, consequential or any other damages, or for lost profits, leaked, damaged, deleted or lost data, including Account Information and User's Data, loss of reputation and goodwill, loss of customers, system breakdown, or any other loss or damages that you may suffer as result of using the Portal, Website, the Apps and/or the Services, irrespective of the degree of negligence and regardless of whether the Customer's account has been used by the Customer itself or by another natural person or legal entity for legal or illegal purposes.

9.2. By accepting these Terms, you agree that 1SIGN and its owners and employees and other contributors are not liable for any failure of performance caused by conditions beyond

their control that can be qualified as force majeure, including power failure, interruption or overload of the Internet, earthquake, lightning, flood, fire, strike, war, theft, lockout, or for any other event or occasion, which could be described as force majeure.

9.3. You agree that 1SIGN is never liable to you or your customers for any direct or indirect damages or losses resulting from using the Portal, Website, the Apps, or the services.

9.4. In any case, the total amount of damages that may be claimed from 1SIGN may not exceed the smaller amount of the following:

- Euro 1.000 (one thousand).
- The total amount of payment which 1SIGN has received from the Customer during the period commenced 12 months before the time of the claim and until the time of the claim.

## **10. Protecting Other People's Rights**

10.1. You will not take any action on 1SIGN that infringes or violates someone else's rights or otherwise violates the law.

10.2. You will not post other people's identification documents, portrait photos or other sensitive information on 1SIGN or anywhere else.

10.3. We can and reserve the right to remove any content or information you post on 1SIGN or anywhere if we believe that it violates these Terms or our policies.

## **11. Special Provisions Applicable to Software**

11.1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates, and additional features from us to improve, enhance, and further develop the software.

11.2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open-source license, or we give you express written permission.

## **12. Amendments**

12.1. We will notify you when we make changes to these Terms and give you the opportunity to review the revised Terms before continuing to use our Services.

12.2 If we make changes to policies, guidelines or other terms referenced in or incorporated by these Terms, we may provide notice on [www.1SIGN.one](http://www.1SIGN.one), via email or in Apps message.

12.3 Your continued use of the 1SIGN Services, following notice of the changes to our Terms, policies, or guidelines, constitutes your acceptance of our amended Terms, policies, or guidelines.

12.3. Any other amendment to or waiver of this Agreement must be made in writing a by 1SIGN.

### **13. Termination**

13.1. Visitor - If a Visitor no longer wants to use the Portal and Website, the Visitor may terminate the Agreement with 1SIGN by ceasing using the Portal and Website.

13.2. Customer - If the Customer no longer wants to use the Portal, Website, the Apps, or the Services, it may terminate the Agreement with 1SIGN by closing the Customer's account and by ceasing using the Portal and Website. In this case, 1SIGN shall owe no refunds for already purchased service fees.

13.3. Due payments - If 1SIGN has not received payment for the purchase of Services within 10 days after the due date, 1SIGN may suspend the Customer's account until the due payment is received. If the due payment is not paid within the said period, 1SIGN reserves the right to terminate Customer's account with a 5-days' notice from the end of the said 10-days period.

13.4. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of 1SIGN to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

13.5. 1SIGN reserves the right to terminate the Customer's account if the Customer breaches any of its obligations under these Terms.

13.6. The Customer agrees that it will not claim any loss or damages, or any other compensation in connection with the suspension or the termination of the Customer's account. Further, 1SIGN is not liable for any claims against the Customer arising out of the Customer's account suspension or termination.

### **14. Transfer and Assignment of Rights and Obligations**

14.1. By accepting these Terms, you agree and acknowledge that you will not transfer or assign any of the rights and the obligations you have under these Terms.

14.2. In the event of 1SIGN's merger or purchase with/by another company, 1SIGN's rights and obligations may be transferred or assigned to said company. In such event, 1SIGN shall ensure that said company will take upon itself the same obligations and responsibilities which 1SIGN has under these Terms.

14.3. All other rights and obligations under this Agreement are freely assignable by 1SIGN in connection with sale of assets, or by operation of law or otherwise.

14.4. We reserve all rights not expressly granted to you.

### **15. Notifications**

15.1. 1SIGN is entitled to send any information that might concern the access to or the use of the Portal, Website, Apps or the Services, the Customer's account or the User's Data created by a Customer to the e-mail used by the Customer when creating an account with the Website. Any such information will be considered received by the Customer when it has reached the Customer's e-mail system.

## **16. Severability**

16.1. If any provision of these Terms is considered invalid or illegal or cannot be enforced under any applicable law or by any applicable court, it will be interpreted according to the applicable law in such way that it reflects the original intentions of the parties as nearly as possible. The other provisions of these Terms remain valid and enforceable.

16.2. If we fail to enforce any of this Agreement, it will not be considered a waiver.

## **17. Governing Law**

17.1 The parties agree that these Terms as well as any other agreement between the parties will be governed by the laws of Denmark, apart from the United Nations Convention on Contracts for the International Sale of Goods and except for any choice of law provisions pointing to foreign law. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Agreement or 1SIGN exclusively in Denmark, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims.

## **18. Venue**

18.1. Any disputes or claims arising from or related to these Terms, will be resolved through mediation. If the disputes or claims cannot be resolved through mediation, the courts of Denmark will have exclusive jurisdiction and venue over all such disputes and claims, with the City Court of Copenhagen as venue in the first instance. The laws of Denmark will govern this Agreement, without regard to conflict of law provisions.

## **19. Disputes**

19.1. If anyone brings a claim against us related to your actions, content, or information on 1SIGN, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for User conduct, we do not control or direct Users' actions on 1SIGN and are not responsible for the content or information Users transmit or share on 1SIGN. We are not responsible for the conduct, whether online or offline, of any User of 1SIGN.

19.2. We try to keep 1SIGN up, bug-free, and safe, but you use it at your own risk. We are providing 1SIGN as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that 1SIGN will always be safe, secure, or error-free or that 1SIGN will always function without disruptions, delays, or imperfections. 1SIGN is not

responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. We will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with this User agreement or 1SIGN, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of this User agreement or 1SIGN will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us in the past twelve months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, 1SIGN liability will be limited to the fullest extent permitted by applicable law.

## **19. Special Provisions Applicable to Users Outside the European Union**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to Users and non-Users who interact with 1SIGN outside the European Union:

- You consent to having your personal data transferred to and processed in the European Union.
- You will not use 1SIGN if you are prohibited from receiving products, services, or software originating from the European Union.

## **20. About 1SIGN**

1SIGN ApS

Copenhagen, Denmark

Corporate registration no. (VAT): DK40038671

Contact: support@1SIGN.one

[www.1SIGN.one](http://www.1SIGN.one)