

## Terms of Use

### 1. DESCRIPTION OF SERVICE AND ACCEPTANCE

Credentify ("we" or "us") provides an online certificates service offering a selection of digital awards, and other credentials (collectively, "Credentials") available on the <http://credentify.eu> website (the "Credentify Site"), and other websites where users may embed the Credentials (these websites, together with the Credentify Site, are referred to collectively as the "Sites"). Our awarding service, including the Credentials and clearing house for credentials, API and interface or other services offered from time to time by Credentify in connection with its business on any of the Sites are referred to collectively as the "Credentify Services." We are based in Slovenia. In order for all of our users to enjoy the Credentify Services, it is important to follow the terms and conditions described in this Terms of Use ("Terms of Use" or "Terms"). By visiting the Credentify Site (whether or not you are a registered member) or using any of the Credentify Services on any of the Sites, you are accepting this Terms of Use. Please take a moment to carefully read through these Terms. It is our goal to provide you with an excellent user experience, so if you have any questions or comments about these Terms, please contact us at [info@k4all.org](mailto:info@k4all.org).

### 2. CHANGES TO THE TERMS OF USE BY Credentify

Credentify T may change this Terms of Use at any time and such change shall be effective upon posting the new Terms of Use on the Credentify Site [http://credentify.eu/terms\\_of\\_use/](http://credentify.eu/terms_of_use/). Any visit to the Credentify Site or use of the Credentify Services on any of the Sites by you after the new Terms are posted will indicate your agreement to such change. Therefore, it is important you read this page regularly to ensure you are familiar with the most updated terms.

### 3. ACCESS AND USE OF THE Credentify SERVICES

The Credentials. All of the credentials on the Credentify Site are protected by the copyright of Credentify, other credentials providers or our users. As a user of the Credentify Site, you may not modify, publish, transmit, participate in the transfer or sale of, or in any way exploit any of the credentials on the Credentify Site in whole or in part outside of the specific usage rights granted to you by license. If you download or print a copy of any Credentify credentials for personal use, you must retain all copyright and other proprietary notices contained therein. You may not otherwise reproduce such credentials in any way for any public or commercial purpose unless such use is expressly granted by Credentify. Your Responsibilities. In order for us to keep the Credentify Services safe and available for everyone to use, we all have to follow the same rules. In general, we need for everyone to use Credentify Services for lawful and appropriate purposes only. Your commitment to this concept is critical. More specifically, you agree not to use the Credentify Services in a way that: • violates the rights of others including patent, trademark, trade secret, copyright, publicity or other proprietary rights; • uses technology or other means to access the Credentify Services that is not authorized by Credentify; • accesses the Credentify through any automated system, including "robots," "spiders," or "offline readers" (other than public search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices — but not caches or archives — of the Credentify

Services); • attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; • attempts to damage, disable, overburden, impair, or gain unauthorized access to the Credentify servers, computer network, or user accounts; • attempts to collect personally identifiable information in violation of Credentify's Privacy Policy; • encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; • violates these Terms, guidelines or any policy posted on the Credentify Site; or • interferes with any other party's use and enjoyment of the Credentify Services. No Spam/Unsolicited Communications. No one may use the Credentify Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may take any technical remedies to prevent unsolicited bulk or other communications from entering, utilizing or remaining within our computer or communications networks. Suspension/Discontinuation. We hope not to, but we may find it necessary to change, suspend or discontinue — temporarily or permanently — some or all of the Credentify Services, at any time without notice. It is important that you understand that Credentify will not be liable to you for any modification, suspension or discontinuance of the Credentify Services.

#### 4. ACCOUNTS AND REGISTRATION

We may from time to time offer various features that require registration or the creation of an account on the Credentify Site. If at any time you choose to register or create an account with us, these additional terms and conditions also will apply. All registration information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any representative of any Site. You are responsible for all use on your account, including unauthorized use by any third party. Therefore, it is critical that you do not share your password with anyone. Please notify us at [info@k4all.org](mailto:info@k4all.org) (subject line: "Account Security Breach") as soon as you know of, or suspect any unauthorized use of, your account. Please also make sure to notify us if your registration information changes, in case we need to contact you. You may terminate your account by emailing [info@k4all.org](mailto:info@k4all.org) (subject line: "Account Termination Request"). Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account. We reserve the right to immediately terminate your account or your use of the Credentify Services at any time without notice or liability if Credentify determines in its sole discretion that you have breached this Terms of Use, violated any law, rule, or regulation, or engaged in other inappropriate conduct. We also reserve the right to terminate your account or your use of the Credentify Services if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, we may use technology to limit activities, such as the number of calls to the Credentify servers being made.

#### 5. COLLECTION AND USE OF PERSONAL INFORMATION

For information about Credentify's policies and practices regarding the collection and use of your personally identifiable information, please read Credentify's Privacy Policy located at [http://credentify.eu/privacy\\_policy/](http://credentify.eu/privacy_policy/). The Privacy Policy is incorporated by reference and made part of this Terms of Use. Thus, by agreeing to this Terms of Use, you agree that your presence

on the Credentify Site and use of the Credentify Services on any of the Sites are governed by the Credentify Privacy Policy in effect at the time of your use.

## 6. LINKED WEBSITES AND ADVERTISING

**Third Party Websites.** If we provide links or pointers to other websites, no inference or assumption should be made that Credentify operates, controls, or is otherwise connected with these websites. When you click on a link within the Credentify Services, we will not warn you that you have left a Site and are subject to the terms and conditions (including privacy policies) of the destination website. In some cases, it may be less obvious than others that you have left a Site and reached another website. Please be careful to read the terms of use and privacy policy of any website before you provide any confidential information or engage in any transactions. You should not rely on these Terms for another website.

Credentify is not responsible for the content or practices of any other website, even if it links to the Credentify Site or any of the other Sites and even if the website is operated by a company affiliated or otherwise connected with Credentify. By using the Credentify Services, you acknowledge and agree that Credentify is not responsible or liable to you for any content or other materials hosted and served from any third party website.

## 7. TRADEMARKS

Credentify, the Credentify logo, <http://credentify.eu>, and other Credentify marks, graphics, logos, scripts, and sounds are trademarks of Credentify. None of the Credentify trademarks may be copied, downloaded or otherwise exploited without Credentify's prior written consent.

## 8. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

WHILE WE DO OUR BEST TO ENSURE THE OPTIMAL PERFORMANCE OF THE Credentify SERVICES, YOU AGREE THAT USE OF THE Credentify SERVICES IS AT YOUR OWN RISK. THE Credentify SERVICES, INCLUDING THE Credentify SITE AND THE OTHER SITES, THE CREDENTIALS AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE SITES, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, Credentify DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; OR THAT THE Credentify SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE OR RELIABLE. IN NO EVENT SHALL Credentify OR ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS (COLLECTIVELY, THE "Credentify PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE Credentify SERVICES (INCLUDING ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN, OBTAINED ON OR PROVIDED THROUGH THE SITES), WHETHER

BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, EVEN IF THE Credentify PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE Credentify PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS AND YOUR USE OF THE Credentify SERVICES.

## 9. GENERAL INFORMATION

Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Credentify Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from Slovenia or the country in which you reside. Choice of Law. This Agreement shall be governed by the laws of the District Court in Ljubljana, Slovenia. No Waiver/Reliance. If you see other users violating these Terms from time to time, we would appreciate it if you would let us know at [info@k4all.org](mailto:info@k4all.org) (subject line: "TOU Violation"). Precisely how Credentify responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. Please do not rely upon Credentify's precise response in one situation as any indication of what Credentify might do with respect to a different party or a different situation at a different time. In addition, please do not construe a waiver of any provision of these Terms of Use with respect to any user as a further or continuing waiver of such provision or any other provision with respect to that user or any other user. Credentify's decision to delay exercising or enforcing any right or remedy under these Terms of Use shall not constitute a waiver of such right or remedy. Integration, Amendment, and Severability. Please note that this Terms of Use constitutes the entire legal agreement between you and Credentify and governs your use of the Credentify Services (but excluding any services, if any, that Credentify may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Credentify in relation to the Credentify Services. It may not be amended or varied by you except in a writing signed by Credentify. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for these purposes a signature may not include an electronic or digital signature. Even if Credentify acts in a way that appears to you to be inconsistent with these Terms of Use, such action(s) should not be deemed a waiver or constructive amendment of these Terms. This Terms of Use operates to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. Thank you for taking the time to read this Terms of Use. By following these Terms, the experience will be better for all users. Enjoy the Credentify Services!

Privacy Policy The following describes privacy practices of Credentify.

## Personal Information

- **Non-Account Activity.** You cannot receive credentials on Credentify without having a Credentify Account.
- **Credentify Activity.** All activities on Credentify—like creating and requesting credentials—require you to have a Credentify Account. We ask for some personal information when you create a Credentify Account, including your email address and a password, which is used to protect your account from unauthorized access.
- **Usage Information.** We may record information about your usage, such as when you use Credentify, the credentials you receive, and the frequency and size of achievements, as well as information you display or click on in Credentify (including UI elements, settings, and other information). If you are logged in, we may associate that information with your account. We may use clear GIFs (a.k.a. "Web Beacons") in HTML-based emails sent to our users to track which emails are opened by recipients.

## Uses

- If you submit personally identifiable information to us through the Credentify site, we use your personal information to operate, maintain, and provide to you the general and personalized features and functionality of the Credentify site, and to process any correspondence you send to us.
- We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major Credentify Site changes or for customer service purposes).
- We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the Credentify Site and to create new features, promotions, functionality, and services by storing, tracking, analyzing, and processing user preferences and trends, as well as user activity and communications.
- We use cookies, clear gifs, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit the Credentify site; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; and (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.

## Information That is Publicly Available

- If you choose to use certain features, then your activity associated with these features may be aggregated and shared with other Users.
- You may, of course, decline to submit personally identifiable information through the Credentify Site, in which case you can still view credentials and explore the Credentify Site, but Credentify may not be able to provide certain services to you.

- You may update or correct your personal profile information and email preferences at any time by visiting your account profile page.

#### More Information

For more information about our privacy practices, email us at [info@k4all.org](mailto:info@k4all.org) or write to us at:

Knowledge 4 All Foundation Ltd  
Betchworth House  
57-65 Station Road  
Redhill  
Surrey  
RH1 1DL