

Terms and Conditions for the Beta Testing

BY AGREEING TO THE TERMS OF CONDITIONS BY CLICKING THE CHECK BUTTON (OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF THIS AGREEMENT), OR BY DOWNLOADING, ACCESSING OR INSTALLING THE BETA PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. This BETA TEST AGREEMENT (the "Agreement") is by and between Perfect-iD GmbH Europe and its affiliates (collectively, "Perfect-iD GmbH") and you ("Testee", "Licensee" or "You").

The following is information about our test:

1. Who conducts the test and who has access to the data collected? The test will be conducted by Perfect-iD GmbH, Konrad-Adenauer-Ufer 83 c/o Neuland Ventures GmbH & Co KG 50668, Köln
2. Purpose of the test:
Investigation of explicit Usability and User Experience, besides general functionality and working, of the beta product – Pia Wallet.
3. Duration and procedure:
The first stage of beta test, henceforth referred to as the beta test, will take place over a duration of half an hour. The testee (you) agrees to a call of half an hour, that takes over a GDPR-compliant platform such as Microsoft Teams. The testee will be asked to execute some tasks with the app, and maybe asked to record the application functionality as it occurs. The testee also consents to filling a standardized, approved questionnaire, administered over a GDPR-compliant platform. The testee also agrees to share feedback about this product to the tester, as a quantitative interview.
4. Anticipated knowledge gain:
From the collected data, we want to gain insights into the functionality of our app
5. Which data is collected? During the test we collect the following data: - User Responses from the questionnaire
 - The interaction pattern of the user, noted via a GDPR
 - compliant software like Firebase, noted ONLY within this app, ONLY in the duration of the half an hour beta test study, to understand user behavior.
 - Any responses given by the user in the duration of the study.

6. All data collected during the test and necessary for the evaluation will be stored together with its evaluation and analysis will be stored for the duration necessary to implement any consequential changes. It is also planned to archive the data (raw data and processed data) for at least 10 years on the secure, encrypted physical server at the office of Perfect-iD GmbH.
7. Guarantee of confidentiality and preservation of boundaries: All data collected within the framework of the beta test, i.e. the answers from the questionnaires, your general demographic data, interview data will be treated strictly confidentially and will only be evaluated and used within the company to understand the application functionality. Digital data is stored in encrypted form. This data will NOT be released to the public.

You have the following rights with regard to your data (Article 13 et seq. EU GDPR, §§ 32 et seq. BDSG-neu):

- **Right to information** You have the right to be informed about the personal data concerning you which is collected, processed or, if applicable, transferred to third parties within the framework of the scientific study (provision of a free copy) (Article 15 EU GDPR, §§34 and 57 BDSG-neu).
- **Right to rectification:**
You have the right to have incorrect personal data concerning you corrected (Articles 16 and 19 EU GDPR, § 58 BDSG-neu)
- **Right to deletion:**
You have the right to delete personal data concerning you, e.g. if these data are no longer necessary for the purpose for which they were collected (Articles 17 and 19 EU GDPR, §§ 35 and 58 BDSG-neu).
- **Right to limitation of processing:**
Under certain circumstances, you have the right to request that the processing be restricted, i.e. the data may only be stored, not processed. You must request this. For this purpose, please contact your auditor or the data protection officer of the test center (Articles 18 and 19 EU GDPR, § 58 BDSG-neu).
- **Right to data transferability:**
They have the right to obtain the personal data concerning them that they have provided to the person responsible for the clinical trial. This will enable you to request that this data be communicated either to you or, where technically possible, to another body designated by you (Article 20 EU GDPR).
- **Right to limitation of processing:**
Under certain circumstances, you have the right to request that the processing

be restricted, i.e. the data may only be stored, not processed. You must request this. For this purpose, please contact your auditor or the data protection officer of the test center (Articles 18 and 19 EU GDPR, § 58 BDSG-neu).

- **Right of objection:**
You have the right to object at any time to concrete decisions or measures regarding the processing of your personal data (Art 21 EU GDPR, § 36 BDSG-neu). Such processing will no longer take place afterwards.
- **Consent to the processing of personal data and right to revoke this consent:**
The processing of your personal data is only lawful with your consent (Article 6 EU GDPR, § 51 BDSG-neu). You have the right to revoke your consent to the processing of personal data at any time. However, the data collected up to this point may be processed by the bodies named in the study information and declaration of consent for the respective scientific study (Article 7, paragraph 3 EU GDPR, § 51, paragraph 3 BDSG-neu).

If you wish to make use of one of these rights, please contact your examiner or the data protection officer at your test center. The data protection officers of the institution involved are:

1. Mr. Aldo Paeffgen,
Product Owner & Co-founder
Perfect-iD GmbH
Konrad Adenauer Ufer 83
c/o Neuland Ventures GmbH & Co KG
50668, Köln
Contact – aldo@perfect-id.com
2. Mr. Robert Fahle,
Managing Director,
Perfect-iD GmbH
Konrad Adenauer Ufer 83
c/o Neuland Ventures GmbH & Co KG
50668, Köln
Contact – Robert@perfect-id.com
3. Mr. Shrivaas Madapusi Sundar,
UX Designer
Perfect-iD GmbH
Konrad Adenauer Ufer 83
c/o Neuland Ventures GmbH & Co KG
50668, Köln
Contact – shrivass@perfect-id.com

You also have the right to lodge a complaint with the supervisory authority(ies) if you are of the opinion that the processing of your personal data violates the EU GDPR: State Commissioner for Data Protection and Freedom of Information North Rhine-Westphalia

PO Box 20 04 44, 40102 Düsseldorf, Germany

Phone: 0211/38424-0

Fax: 0211/38424-10

E-mail: poststelle@ldi.nrw.de

Other terms and conditions you agree to by participating in this beta test:

You also have the right to lodge a complaint with the supervisory authority(ies) if you are of the opinion that the processing of your personal data violates the EU GDPR: State Commissioner for Data Protection and Freedom of Information

1. "Beta Product" shall mean those products, software, services, and/or features that are designated as beta or pre-release versions of Perfect-iD GmbH or a Perfect-iD GmbH partner and are provided to You during the term hereof.
2. "License" Perfect-iD GmbH grants to You a non-exclusive, non-transferable, non-sublicensable license to use the Beta Product solely for the purposes of testing, research, and evaluation. You shall not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or make copies of the Beta Product.
3. "Ownership" All title, interest, and ownership rights in and to the Beta Product and associated documentation, including any improvements, modifications, and enhancements made thereto, are and shall remain in Perfect-iD GmbH or Perfect-iD GmbH's partners. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to You.
4. "Confidentiality" The Beta Product, the fact of its existence, all accompanying documentation, and all information disclosed by Perfect-iD GmbH to You hereunder or otherwise in connection with the Beta Product, including without limitation performance data, features and other information relating to or obtained from the Beta Product, is "Confidential Information" of Perfect-iD GmbH. You will not use the Confidential Information except as necessary under this Agreement, and will not disclose any portion of the Confidential Information to any other person or entity. You will use all reasonable steps to protect the Confidential Information from unauthorized use or disclosure. Confidential Information does not include information that: (1) was rightfully known by You at the time of disclosure without an obligation of confidentiality, (2) is lawfully obtained by You from a third party without restriction on use or disclosure, or (3) is or becomes generally known to the public through no fault or breach of this Agreement by You

5. "Content Restrictions" The term "Content" includes all communications, text, audio, video, graphics, sounds and other material. You shall not use the Beta Product to transmit, share or post any content or materials, including without limitation materials containing viruses or other harmful code; unsolicited mail (spam); copyrighted materials to which You do not have appropriate rights; sexually explicit images, pornography or other content which is offensive to community standards or harmful to minors; harassing, harmful, unlawful, vulgar, obscene, hateful, tortious or defamatory materials; may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, trade secret, patent, publicity right or privacy right; or other materials prohibited by applicable international, federal, state or local laws and regulations. You agree to fully comply with all federal, state and local privacy laws in connection with use of the Services. Perfect-iD GmbH shall have the right, but not the obligation to access your use of the Services. If Perfect-iD GmbH becomes aware that You are using the Services to transmit any other Content which Perfect-iD GmbH considers inappropriate, Perfect-iD GmbH may notify You to advise that transmission of such Content is prohibited. The prohibitions set out in this section will apply to such Content immediately upon such notification. Perfect-iD GmbH shall also have the right to block or disable your use of the Services in the event of any breach of these restrictions. Such action may be immediate without notice.

6. Termination

- a. Unless terminated earlier, this Agreement shall expire latest upon the release by Perfect-iD GmbH of a publicly available version of the Beta Product. Perfect-iD GmbH does not guarantee that any such publicly available version will be released.
- b. You may with immediate effect terminate this Agreement by written notice to Perfect-iD GmbH.
- c. You agree that Perfect-iD GmbH may, in its sole discretion and without prior notice, terminate this Agreement and your access to the Beta Product and/or block your future access to the Beta Product if we determine that You have violated this Agreement or other agreements or guidelines that may be associated with your use of the Beta Product, or for other reasons that may include but are not limited to (1) requests by law enforcement or other government agencies, (2) a request by You to remove your account, (3) discontinuance or material modification of the Beta Product, or (4) unexpected technical issues or problems.
- d. In the event this agreement is terminated, the restrictions regarding content appearing with the Beta Product, and the representations and warranties, indemnities, and limitations of liabilities set forth in this Agreement will survive termination.

- e. You agree that Perfect-iD GmbH will not be liable to you or to any third party for termination of your access to the Beta Product.
7. "Links" The Beta Product may provide links to third party websites ("sites") or resources. Because Perfect-iD GmbH has no control over such sites and resources, you acknowledge and agree that Perfect-iD GmbH is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Perfect-iD GmbH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. It is your responsibility to comply with any terms and conditions applicable to these third-party sites or resources.
8. THE BETA PRODUCT MAY CONTAIN ERRORS AND IS PROVIDED FOR LIMITED EVALUATION ONLY. THE BETA PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PERFECT-ID GMBH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
9. THE TOTAL LIABILITY OF PERFECT-ID GMBH ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE SUM OF 100 EUROS. IN NO EVENT SHALL PERFECT-ID GMBH HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ABOUT

By checking the box,

- I agree to participate in the test. My participation is voluntary
- I am aware that I can revoke my consent at any time without giving reasons with effect for the future and object to the further processing of my data. I have also been instructed that data stored by me will be deleted or destroyed.
- I agree that the personal data collected within the scope of this study (without clear name and address) may be transmitted between the project partners in the manner described in the information for participants.

- I also agree that the data collected in the test may be used for further research purposes beyond the scope of improving the application, for example, to understand user behavior. (Article 3, Paragraph 3 EU GDPR).