

DISCLAIMER: Please read these terms of use carefully before using the CertiMint SaaS Platform (as defined below). By clicking the “I agree” button, you agree that your use of the CertiMint SaaS Platform shall be governed by these terms of use.

These terms of use (the “**Terms of Use**”) describe the terms and conditions under which user(s) (“**User(s)**” or “**you**”) can use the CertiMint SaaS Platform (as defined hereafter).

The CertiMint SaaS Platform is operated and managed by **SettleMint**, a limited liability company (*naamloze vennootschap*) having its registered office at Diestsepoort 1, 3000 Leuven (Belgium) and registered with the Crossroads Bank of Enterprises (*Kruispuntbank van Ondernemingen*) under company number 0661.674.810 (“**SettleMint**” or “**we**”). If you have any questions about the CertiMint SaaS Platform or these Terms of Use, please contact us at support@settlemint.com.

SettleMint and the User are hereinafter jointly referred to as “**Parties**” and each individually as a “**Party**”.

1. DESCRIPTION OF THE CERTIMINT SAAS PLATFORM

1.1. CertiMint SaaS is a platform for virtually securing an unlimited amount of data and files by timestamping, anchoring and certifying such data on one or more blockchains, aimed at improving the efficiency of sharing data and enabling Users to provide proof of the existence, integrity and signature of any document or data (the “**CertiMint SaaS Platform**”).

2. APPLICABILITY

2.1. The use of the CertiMint SaaS Platform is subject to acceptance without modification of all terms and conditions as contained in these Terms of Use.

2.2. By clicking the “I accept” button, you acknowledge and agree that your use of the CertiMint SaaS Platform is exclusively governed by these Terms of Use. If you do not agree to any provision of these Terms of Use, you may not use the CertiMint SaaS Platform in any manner, even if you already have an Account.

2.3. In the event the CertiMint SaaS Platform uses services of third parties, the terms of service and/or privacy policies of those third parties may apply. You shall be notified if and when such third party terms of services and/or privacy policies are applicable. By accessing such third party service, you agree to comply with the applicable terms and you acknowledge that you are the sole party to such terms. SettleMint cannot be held liable in any way with regard to the content of such third parties’ terms or privacy policy.

2.4. We reserve the right at any time, and from time to time, with or without cause to:

- amend these Terms of Use;
- change the CertiMint SaaS Platform, including eliminating or discontinuing, temporarily or permanently any service or other feature of the CertiMint SaaS Platform without any liability against the User or any third parties; or
- deny or terminate, in part, temporarily or permanently, your use of and/or access to the CertiMint SaaS Platform as set forth herein.

Any such amendments or changes made will be effective immediately upon SettleMint making such changes available in the CertiMint SaaS Platform or otherwise providing notice thereof. It is your responsibility to check the Terms of Use periodically for changes.

You agree that your continued use of the CertiMint SaaS Platform after such changes constitutes your acceptance of such changes.

3. USE OF THE CERTIMINT SAAS PLATFORM

3.1. You are responsible for providing at your own expense, all equipment necessary to use the CertiMint SaaS Platform, including but not limited to a computer and internet access. Please make sure that all your devices meet the minimum system requirements as set out on the webpage. If your device does not meet these minimum system requirements, we cannot ensure that the CertiMint SaaS Platform will function properly. SettleMint will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.2. In order to access the CertiMint SaaS Platform you will be required to create an Account and provide certain registration information and when creating your Account, you agree (i) to provide accurate, truthful, current and complete information and (ii) to maintain and promptly update your Account information. SettleMint reserves the right to suspend or terminate the Account of anyone who provides inaccurate, untrue, or incomplete information or who fails to comply with the account registration requirements.

You shall be solely responsible for maintaining the confidentiality and security of your Account login information such as your password and shall be fully responsible for all activities that occur under your Account. You agree to immediately notify SettleMint of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security.

3.3. During the Term, SettleMint may, in its sole discretion, provide you with certain updates of the CertiMint SaaS Platform.

4. LICENSE - RESTRICTIONS

4.1. License by SettleMint

During the Term and subject to the timely payment of the Fees, SettleMint grants you a non-exclusive, personal, restricted license to use the CertiMint SaaS Platform in accordance with these Terms of Use (the "**License**").

You are not allowed to use the Platform for any commercial purposes or to use it in a manner not authorized by SettleMint. You shall use the CertiMint SaaS Platform solely in full compliance with (i) these Terms of Use; (ii) any additional instructions or policies issued by SettleMint, including, but not limited to, those posted within the CertiMint SaaS Platform and (iii) any applicable legislation, rules or regulations.

Provided You are offering the Certimint SaaS Platform exclusively as an integrated solution for your own use and for your proper commercial purposes to offer your end-users such solutions in your own name and for your proper account, the License set forth herein is transferable and sub-licensable for purposes of integration only and subject to the restrictions set out in section 4.2.

4.2. Restrictions

You agree to use the CertiMint SaaS Platform only for its intended use as set forth in these Terms of Use. Within the limits of the applicable law, you are not permitted to (i) make the CertiMint SaaS Platform available or to sell or rent the CertiMint SaaS Platform to any third parties; (ii) adapt, alter, translate or modify in any manner the CertiMint SaaS Platform; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the CertiMint SaaS Platform to any third party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the CertiMint SaaS Platform, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this

limitation; (v) use or copy the CertiMint SaaS Platform except as expressly allowed under this section 4; (vi) gain unauthorized access to accounts of other Users or use the CertiMint SaaS Platform to conduct or promote any illegal activities; (vi) use the CertiMint SaaS Platform to generate unsolicited email advertisements or spam; (vii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (viii) use any high volume automatic, electronic or manual process to access, search or harvest information from the CertiMint SaaS Platform (including without limitation robots, spiders or scripts); (ix) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the CertiMint SaaS Platform; (x) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature (xi) use the CertiMint SaaS Platform for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (xii) remove or in any manner circumvent any technical or other protective measures in the CertiMint SaaS Platform.

Except as expressly set forth herein, no express or implied license or any rights of any kind are granted to you regarding the CertiMint SaaS Platform, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the CertiMint SaaS Platform.

4.3. License by User

By uploading, creating or otherwise sharing data, you grant SettleMint a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display such data and documents uploaded by you, to the extent necessary and always in compliance with the provisions set forth in Article 12 of these Terms of Use.

To provide and maintain the CertiMint SaaS Platform, SettleMint reserves the right, but is not obliged, to review and remove any data which is deemed to be in violation with the provisions of these Terms of Use or is deemed inappropriate in accordance with any rights of third parties or any applicable legislation or regulation.

5. OWNERSHIP

5.1. As between the User and SettleMint, the CertiMint SaaS Platform and all Intellectual Property Rights pertaining thereto, are the exclusive property of SettleMint and/or its licensors.

5.2. All rights, titles and interests in and to the CertiMint SaaS Platform or any part thereof not expressly granted to the User by these Terms of Use are reserved by SettleMint and its licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to the User regarding the CertiMint SaaS Platform, including any right to obtain possession of any source code, data or other technical material related to the CertiMint SaaS Platform.

6. SUSPENSION FOR BREACH

If SettleMint becomes aware or suspects, in its sole discretion, any violation by you of these Terms of Use, or any other instructions, guidelines or policies issued by SettleMint, then SettleMint may suspend or limit your access to the CertiMint SaaS Platform. The duration of any suspension will be until you have cured the breach which caused such suspension or limitation, except when such breach is incurable.

7. SUPPORT

In case you need technical support, you can contact SettleMint on the following Email address support@settlemint.com.

8. PAYMENT

8.1. In consideration for the License, the Fees shall be paid by the User in accordance with these Terms of Use.

8.2. All payments for the use of the CertiMint SaaS Platform can be made by creditcard, cheque or wire transfer. SettleMint will only process card transactions that have been authorized by the applicable network or card issuer.

Users shall authorize their banks to hold, receive, disburse and settle funds on their behalf, including generating a paper draft or electronic funds transfer to process each payment transaction initiated by the User and relating to the use of the CertiMint SaaS Platform. Subject to these Terms of Use, Users shall also authorize their banks to debit or credit any payment card or other payment method accepted by SettleMint.

8.3. If payments are made by credit card, the User shall be solely responsible for the security of its data (including but not limited to the Cardholder Data) in its possession or control. Users agree to comply with all applicable laws, regulations and rules relating to the collection, security and dissemination of any personal, financial or transaction information. Users agree to notify SettleMint immediately if they provide any third party with access (or otherwise permit, authorize, or enable such third party's access) to any Cardholder Data.

9. LIABILITY

9.1. To the maximum extent permitted under applicable law, SettleMint shall only be liable for personal injury or any damages resulting from (i) its gross negligence; (ii) its willful misconduct or (iii) any fraud committed by SettleMint.

9.2. To the extent legally permitted under applicable law, SettleMint shall not be liable to the User or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the CertiMint SaaS Platform under these Terms of Use, including but not limited to any miscalculations, or the use, misuse, or inability to use the CertiMint SaaS Platform, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if SettleMint has been notified of the likelihood of such damages. The limitation in this section 9.2. shall not apply to the obligations of SettleMint under section 11 ("**Indemnification**").

9.3. You agree that SettleMint can only be held liable as per the terms of this section 9 to the extent damages suffered by you are directly attributable to SettleMint. For the avoidance of doubt, SettleMint shall not be liable for any claims resulting from (i) your unauthorized use of the CertiMint SaaS Platform, (ii) your or any third party's modification of (any parts) of the CertiMint SaaS Platform, (iii) your failure to use the most recent version of the CertiMint SaaS Platform made available to you or your failure to integrate or install any corrections to the CertiMint SaaS Platform issued by SettleMint, or (iv) your use of the CertiMint SaaS Platform in combination with any non-SettleMint products or services. The exclusions and limitations of liability under this section shall operate to the benefit of any of SettleMint's affiliates and subcontractors under these Terms of Use to the same extent such provisions operate to the benefit of SettleMint.

10. WARRANTIES AND DISCLAIMERS

10.1. By SettleMint

Except as expressly provided in this section 10 and to the maximum extent permitted by applicable law, the CertiMint SaaS Platform is provided "AS IS," and SettleMint makes no (and hereby disclaims all) other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, suitability, availability, title, non-infringement, or fitness for a particular use or purpose, with respect to the use, misuse, or inability to use the CertiMint SaaS Platform or any other products or services provided to the User by SettleMint. SettleMint does not warrant that all errors can be corrected, or that access to or operation of the CertiMint SaaS Platform shall be uninterrupted, secure, or error-free. The User acknowledges and agrees that there are risks inherent to transmitting information and storing information on the internet and through blockchain and that SettleMint is not responsible and cannot be held liable for any loss of your data.

10.2. By User

You represent and warrant to SettleMint that (a) you have the authority to enter into this binding agreement personally, (b) that any data provided by you is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of third parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage the CertiMint SaaS Platform or data; or (v) otherwise violate the rights of a third party, (c) that you and all transactions initiated by you will comply with all rules and regulations applicable to such transaction and (d) you will not use the CertiMint SaaS Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the CertiMint SaaS Platform. If SettleMint determines you have used the CertiMint SaaS Platform for a fraudulent, unauthorized, illegal or criminal purpose, you hereby authorize SettleMint to share information about you, your Account or your access to the CertiMint SaaS Platform with the competent authorities.

You agree that any use of the CertiMint SaaS Platform contrary to or in violation of these representations and warranties shall constitute unauthorized and improper use of the CertiMint SaaS Platform for which SettleMint cannot be held liable.

11. INDEMNIFICATION

11.1. By SettleMint

SettleMint shall defend and indemnify you as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of the Intellectual Property Rights of such third party by the CertiMint SaaS Platform and excluding any claims resulting from (i) your unauthorized use of the CertiMint SaaS Platform, (ii) your or any third party's modification of the CertiMint SaaS Platform, (iii) your failure to use the most recent version of the CertiMint SaaS Platform made available to you, or your failure to install any corrections or updates to the CertiMint SaaS Platform issued by SettleMint, if SettleMint indicated that such update or correction was required to prevent a potential infringement, or (iv) your use of the CertiMint SaaS Platform in combination with any non-SettleMint products or services.

Such indemnity obligation shall be conditional upon the following: (i) SettleMint is given prompt written notice of any such claim; (ii) SettleMint is granted sole control of the defense and settlement of such a claim; (iii) upon SettleMint's request, the User fully cooperates with SettleMint in the defense and settlement of such a claim, at SettleMint's expense; and (iv) the User makes no admission as to SettleMint's liability in respect of such a claim, nor does the User agree to any settlement in respect of such a claim without SettleMint's prior written consent. Provided these conditions are met, SettleMint shall indemnify the User for all damages and costs incurred by the User as a result of such a claim, as awarded by a

competent court of final instance, or as agreed to by SettleMint pursuant to a settlement agreement.

In the event the CertiMint SaaS Platform, in SettleMint's reasonable opinion, is likely to or become the subject of a third-party infringement claim (as per this section 11.1.), SettleMint shall have the right, at its sole option and expense, to: (i) modify the (allegedly) infringing part of the CertiMint SaaS Platform so that it becomes non-infringing while preserving materially equivalent functionalities; (ii) obtain for the User a license to continue using the CertiMint SaaS Platform in accordance with these Terms of Use; or (iii) terminate the Terms of Use and refund to the User an amount equal to a pro rata portion of the Fees for that portion of the CertiMint SaaS Platform which is the subject of such infringement.

The foregoing states the entire liability and obligation of SettleMint and the sole remedy of the User with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the CertiMint SaaS Platform or any part thereof.

11.2. By User

You hereby agree to indemnify and hold harmless SettleMint and its current and future affiliates, officers, directors, employees, agents and representatives from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to (i) any breach or violation by you of any provisions of these Terms of Use or any other instructions or policies issued by SettleMint; (ii) any data violating any Intellectual Property Rights of a third party and (iii) fraud, intentional misconduct, or gross negligence committed by you.

12. PRIVACY STATEMENT

SettleMint recognizes and understands the importance of your privacy and wants to respect your desire to store and access personal information in a private and secure environment. Please note that SettleMint has to be considered as the "Data Processor" and the User as the "Data Controller" for the processing of any Personal Data in accordance with the Data Protection Regulation via the CertiMint SaaS Platform or any part thereof. Please note that SettleMint shall only process any Personal Data relating to you on the documented instructions from the Data Controller and takes appropriate technical and organizational measures against any unauthorized or unlawful processing of your Personal Data or its accidental loss, destruction or any unauthorized access thereto. In the event you as a User request SettleMint of a copy, correction, deletion of the Personal Data or you want to restrict or object to the processing activities, you shall inform SettleMint of such request within two (2) calendar days. SettleMint shall, as Data Processor, provide the User with full details of such request, objection or restriction of the User, together with a copy of the Personal Data held by SettleMint.

The Personal Data that shall be processed by SettleMint as Data Processor may include (without limitation) a picture that you have uploaded on the CertiMint SaaS Platform to personalize the settings of your Account. We shall not use your Personal Data for any other purpose than instructed by the Data Controller and allowing you to make use of the features of the CertiMint SaaS Platform.

13. TERMS AND TERMINATION

13.1. SettleMint shall grant you a license on the CertiMint SaaS Platform during the Term agreed upon between the Parties in a separate agreement, unless terminated earlier in accordance with section 13.3.

13.2. SettleMint will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the use of the CertiMint SaaS Platform. Any

termination of these Terms of Use does not relieve Users from any obligations to pay Fees or costs accrued prior to termination and any other amounts owed by you to SettleMint as provided in these Terms of Use.

13.3. Termination for breach

SettleMint may terminate with immediate effect these Terms of Use and your right to access and use of the CertiMint SaaS Platform (i) if SettleMint believes or has reasonable grounds to suspect that you are violating these Terms of Use (including but not limited to any violation of the Intellectual Property Rights of SettleMint) or any other guidelines or policies issued by SettleMint or (ii) if you are suspended for non-payment for more than 60 (sixty) days.

13.4. Effects of termination

Upon the termination of these Terms of Use for any reason whatsoever in accordance with the provisions of these Terms of Use, at the moment of effective termination: (i) you will no longer be authorized to access or use the CertiMint SaaS Platform; (ii) SettleMint shall sanitize and destroy the Personal Data related to your Account, including but not limited to the data on the CertiMint SaaS Platform within thirty (30) calendar days upon termination of these Terms of Use in a secure way that ensures that all Personal Data is deleted and unrecoverable. Personal Data that needs to be kept to comply with relevant legal and regulatory retention requirements may be kept by SettleMint beyond expiry of the period of thirty (30) calendar days as long as required by such laws or regulations, and (iii) all rights and obligations of SettleMint or the User under these Terms of Use shall terminate, except those rights and obligations under those sections specifically designated in section 14.7. Upon written request submitted by the User to SettleMint no later than fourteen (14) calendar days prior to the termination of the agreement, SettleMint shall provide the User, immediately prior to the sanitization and destruction thereof, with a readable and usable copy of the Personal Data and/or the systems containing Personal Data.

14. MISCELLANEOUS

14.1. Force Majeure

SettleMint shall not be liable for any failure or delay in the performance of its obligations with regard to the CertiMint SaaS Platform if such delay or failure is due to causes beyond our control due including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to SettleMints' information technology systems by third parties or any other cause beyond the reasonable control of SettleMint (the "Force Majeure Event"). We shall notify you of the nature of such Force Majeure Event and the effect on our ability to perform our obligations under these Terms of Use and how we plan to mitigate the effect of such Force Majeure Event.

14.2. Severability

If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.3. Waiver

Any failure to enforce any provision of the Terms of Use shall not constitute a waiver thereof or of any other provision.

14.4. Assignment

You may not assign or transfer these Terms of Use or any rights or obligations to any third party. SettleMint shall be free to (i) transfer or assign (part of) its obligations or rights under the Terms of Use to one of its affiliates and (ii) to subcontract performance or the support of the performance of these Terms of Use to its affiliates, to individual contractors and to third party service providers without prior notification to the User.

14.5. Notices

All notices from SettleMint intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your Account. If you change this email address, you must update your email address on your personal settings page.

14.6. Survival

Sections 5, 9, 10, 11 shall survive any termination or expiration of these Terms of Use.

14.7. Governing law and jurisdiction

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Leuven shall have sole jurisdiction should any dispute arise relating to these Terms of Use.

15. DEFINITIONS

“**Account**” means the account providing you access to the CertiMint SaaS Platform.

“**Cardholder Data**” means information associated with a payment card, such as card holder, account number, expiration date and CVC.

“**Data Controller**” means the physical or legal person, which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“**Data Processor**” means the physical or legal person which processes Personal Data on behalf of the Data Controller.

“**Data Protection Regulation**” means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Directive or Regulation, as updated from time to time.

“**Fees**” means the fees to be paid by the User to SettleMint for the use of the CertiMint SaaS Platform as set out in these Terms of Use.

“**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including but not limited to copyrights, copyrightable works (including but not limited to mask work rights) and moral rights; (b) trademarks, trade dress, trade names, corporate names or service mark rights; (c) trade secret rights and other confidential information (including but not limited to ideas, information, improvements, specifications, drawings, programmer notes, discoveries and proposals); (d) patents, patent disclosures, and inventions (whether patentable or not) know-how and industrial property rights; (e) logos, layout design rights, design rights, database *sui generis* right, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; whether registered or not, (f) computer software programs (including but not limited to source code and object code), data, databases and documentation thereof and (g) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

“Personal Data” shall mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Term” means the period as agreed upon between SettleMint and the User in these Terms of Use.

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