

KIPMI Terms and Conditions of Use

1. Contact

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2. Definitions

The following terms, whether used in the singular or plural in the body of the T&Cs, shall have the meanings given below:

- **KIPMI Application:** Refers to the software application published and provided by the Service Provider, giving access to the Solutions and Services, and which is available free of charge in Apple's "App Store" and Google's "Google Play Store" for download by the Licensee onto their Apple iOS or Android device. The Application also includes the Content, software, programmes, tools (programming, navigation, etc.), databases, operating systems, documentation and all other elements and services that comprise it, as well as any updates and new versions that may be made to the Application by the Service Provider. It provides a reliable digital identity for each Holder and offers a range of Solutions and Services.
- **Attribute:** Refers to a characteristic, quality, right or authorisation relating to a Document or data belonging to a Holder.
- **Client:** Refers to the Service Provider's client entity that offers the Solutions and Services that a natural person selected by the Client can access from the KIPMI Application.
- **Content:** Refers to all text, Documents, files, images, graphics, information, data (including personal data), photographs, in any format, provided by Clients or by Account Holders themselves and stored in the Vault.
- **Document:** Means all Documents deposited in the Holder's Vault.
- **Holder:** refers to the natural person of legal age whose identity has been verified and who has a KIPMI Application.
- **Identity:** Refers to the identity established from the data collected when the Holder activates the KIPMI Application. This identity will be used to authenticate the Holder and assign the KIPMI Application to them.
- **Remote identity verification ("RIV"):** Refers to all services provided by the Service Provider to verify the identity of the Holder.
- **Service:** Individually refers to the digital services accessible from the KIPMI Application, or access to which will be conditional upon acceptance of the T&Cs.
- **Solution:** Set of Services selected by the Customer made available after the Holder has downloaded and activated the KIPMI Application.

- **Third-party services:** Refers to APIs, software, services and websites provided by a third-party company and accessible from the KIPMI Application.
- **Vault:** Refers to the space made available to the Holder, at the end of the VID phase, in the KIPMI Application, enabling:
 - store Content, in particular Documents transmitted by the Customer;
 - to retrieve certified copies of stored Documents;
 - manage all stored Content;
 - to administer the Attributes relating to the stored Content.

3. Purpose

The purpose of these General Terms and Conditions of Use (hereinafter referred to as the "GTCU") is to define the legal conditions relating to the use of the KIPMI Application by its Holder.

The purpose of the KIPMI Application is to enable:

- The secure management of personal data enabling the identification of the Holder;
- Verify and certify the identity of natural persons in accordance with legal requirements ([MIE T&Cs](#));
- The collection of Content and the management of access to Content and/or data;
- The creation of Attributes that can be used to confirm information contained in a Document or in any type of file integrated into the KIPMI Application;
- Secure storage of Content in the Vault.

The KIPMI Application may also allow access to third-party Solutions and Services through the Digital Identity and requiring acceptance of specific contractual terms and conditions.

Any modification of the T&Cs proposed by the Service Provider will be communicated via the KIPMI Application. If the Holder does not wish to accept these new T&Cs, the Service Provider reserves the right to terminate these T&Cs in accordance with Article 18 of the T&Cs.

4. Entirety of the T&Cs

By installing the KIPMI Application on a mobile phone and/or accessing the KIPMI Application, the Holder unreservedly accepts all these T&Cs.

The parties acknowledge that these Terms of Use and their Annexes constitute the entire agreement between them with regard to the fulfilment of the purpose hereof, and cancel and replace all previous agreements and proposals with the same purpose, regardless of their form.

5. How to obtain and activate the KIPMI Application

To have access to all the Solutions and Services that may be offered by the Customer, the Holder must have a KIPMI Application for which they have been duly identified. This identification is carried out in a reliable manner based on a remote identity verification process provided by the Service Provider.

The Holder may use certain Services directly or following an invitation from a Customer. The Holder may be in contact with several Customers at the same time.

The equipment and material resources necessary to access the KIPMI Application are the sole responsibility of the Holder.

To access and use the KIPMI Application, the Holder must have:

- A compatible mobile phone or cell phone;
- Internet access;
- A customer account in a virtual store with one of the mobile application providers (App Store and/or Play Store).

If the Holder does not have an account, they will be asked to create one in order to use the KIPMI Application.

The Holder must provide the Service Provider with the information necessary for authentication and account creation. Authentication and validation of the Holder's account will allow them to access the Solutions and Services of the KIPMI Application.

To view and access the Content, the Holder must first log in and ensure that they have the appropriate software to read it.

6. Terms of use of the KIPMI Application

The KIPMI Application allows Holders to submit Content, exchange data, access Attributes, sign, view, share and download Content, possibly with Customers or even other third-party Services.

The KIPMI Application allows Content to be stored on behalf of the Holder for a period of time determined by the Holder.

The Holder acknowledges that they are solely and fully responsible for the retention period of the Content in their Vault for the entire duration of use of the service. The Holder also acknowledges that a Vault that has not been used for more than ten (10) years will enter a process of unsubscription from the service. Three (3) emails, sent at one (1) month intervals, will inform the Holder of the option to keep the service active or to unsubscribe. In the event of unsubscription, the Holder will have one (1) month to download their Content. After this period, the Content will be permanently deleted.

The KIPMI Application may be used by the Holder in connection with the use of Solutions and Services selected by the Customer.

The Service Provider shall remain uninvolved in the relationship between the Holder and the Customer.

7. Obligations of the Holder

The Holder undertakes to regularly check the KIPMI Application and the Solutions and Services installed via its KIPMI Application, the email address provided during registration and the mobile phone number provided by it for any notifications. The data, Attributes or Content that it exchanges must have been verified before being sent to the Customer or to a third party duly authorised by the Holder.

The Holder undertakes to always comply with the laws applicable in relation to the use of the KIPMI Application, the Services and the Solutions. In this context, the Holder undertakes in particular not to store Data or Content in the Vault that (i) could infringe the rights of third parties; (ii) could be defamatory or abusive; (iii) could be of a violent or pornographic nature; or (iv) could incite the commission of illegal acts. If the Service Provider is informed of the manifestly illegal nature of a Document, it reserves the right to remove it and/or implement Article 18 "Termination".

Furthermore, it is the responsibility of the Holder to protect their mobile phone against viruses, spyware, Trojan horses or other intrusive or destructive parasites.

The Service Provider informs the Licensee that it reserves the right to limit the storage capacity of the Vault.

To validly accept these general conditions of use, the Holder declares that he is not subject to a guardianship measure.

The Holder's username is their email address, and they choose their own personal and confidential password or any other secure means of digital authentication, which they undertake to keep secret and protect from access by third parties. Furthermore, they are required to inform the Service Provider immediately if there are any indications that their access to the KIPMI Application has been misused by third parties. The Holder is responsible for all activities carried out using their access data.

The Holder is solely responsible for the use of their secure digital authentication means, its assignment and storage. It is advisable to change passwords regularly. The Holder is personally responsible for the risks associated with the disclosure or misuse of their secure digital authentication means.

In the event of loss of the password, the Service Provider offers the Holder an online solution to identify them in order to send them a new password by email to the known email address.

The right to use the KIPMI Application under these T&Cs is personal and non-transferable.

The Holder is strictly prohibited from:

- Adapt, modify, translate, transcribe, arrange, compile, decompile, assemble, disassemble, transcode or reverse engineer all or part of the KIPMI Application, the specified Applications, the Solutions, Services and/or the Content;
- Create derivative works of the KIPMI Application, Solutions and Services;
- Use software or processes designed to copy Content that is the intellectual property of the Service Provider without the prior authorisation of the Service Provider;
- Export the KIPMI Application, the Solutions and Services, or merge all or part of them with other computer programs;

- Reproduce the KIPMI Application, Solutions and Services permanently or temporarily, in whole or in part, by any means and in any form whatsoever;
- Extract or reuse, including for private purposes, without the prior written authorisation of the Service Provider, any substantial or non-substantial part of the content of the databases and archives created by the KIPMI Application, the Solutions and Services;
- Set up systems that may hack the KIPMI Application, the Solutions and Services, and/or the Content in whole or in part, or that may contravene these T&Cs.

8. Obligations of the Service Provider

The KIPMI Application is accessible 24 hours a day, 7 days a week, except in cases of force majeure and subject to any breakdowns and maintenance operations.

The operation and maintenance of the servers dedicated to the Solutions, Services, and the KIPMI Application are ensured at all times to guarantee their proper functioning. The Service Provider may suspend them for maintenance or updating purposes. The Service Provider shall endeavour to notify the Licensee prior to the implementation of such operations.

The Service Provider shall provide the tools enabling the Licensee to sign the Documents electronically, the Service being a third-party service.

The Licensee may store Documents in electronic format in the KIPMI Application's Safe. Restrictions on use, particularly regarding the size of accepted Content, are available on the KIPMI Application or a specific Solution or Service and may change over time. The Licensee acknowledges that they will review these restrictions regularly.

The KIPMI Application is accessible at any time, provided that the Holder complies with the technical conditions set out herein. Tools are available to enable the Holder to manage the Content deposited in accordance with these terms and conditions. These tools are intended as an aid and do not exempt the Holder from maintaining vigilance regarding compliance with the legal, regulatory and contractual deadlines applicable to them for Content deposited on their initiative or by the Customer.

The Service Provider shall ensure that the KIPMI Application is published on app stores and that it is compatible with most mobile devices on the market, given the large number of models, different operating systems (up to date or not), any additional costs incurred by operators, and the different software installed by the Licensee.

The Service Provider has a business cessation plan and undertakes to comply with it in the event of cessation of business.

9. Security and management of Content and data

The Service Provider uses a secure connection for the transmission of information between the mobile phone of the Licensee on which the KIPMI Application is installed and the Service Provider's servers.

The Content and/or information stored is confidential and reserved for the exclusive use of the Holder. The Holder is responsible for the Content stored.

The Service Provider may only transfer Content or any other data to a third party with the Authorised User's permission, provided that such transfer is necessary for the provision of a Solution or Service.

In order for the KIPMI Application and the Solutions and Services to function properly, certain mobile phone functions must be activated (e.g. camera, geolocation, networks, etc.). If this is not the case, certain services available on the KIPMI Application cannot be used. The Service Provider cannot be held liable on this basis.

10. Liability

The Service Provider is bound by an obligation of means within the framework of these Terms of Use.

The Service Provider shall only be liable to the Holders in the event of gross negligence or wilful misconduct.

In the event of force majeure, the obligations of the Terms of Use shall be suspended for the duration of the event in question without prejudice or compensation for either party. In this respect, the Service Provider shall not be held liable.

It is expressly understood that the Service Provider shall not be held liable for any Content posted by a Customer or by the Account Holder themselves.

The Licensee declares that they are aware of the characteristics and limitations of the Internet and electronic communications networks, in particular their technical performance, response times for consulting, querying or transferring data, and the risks associated with the security of communications. The Licensee acknowledges that the Service Provider cannot be held liable for such characteristics and limitations. Furthermore, the Licensee acknowledges that the Service Provider cannot guarantee that the KIPMI Application will meet its specific expectations or needs.

Subject to applicable public policy provisions, the Service Provider shall not be held liable for any indirect or unforeseeable damage suffered by the Licensee, such as financial or commercial loss, loss of profits, loss of earnings, loss of customers, commercial disruption, loss of income or loss of data caused by or resulting from these T&Cs, relating to the use of a Solution or Service, or resulting from the use of the KIPMI Application.

The Service Provider specifically declines all liability for any damage resulting from:

- The use of a Solution or Service in a context other than that agreed with the Customer;
- The use of a Service provided by a third party;
- One or more failures to download the KIPMI Application, activate it or access a Solution or Service;

In the event the Service Provider is held liable, it is expressly agreed that the right to compensation for damages suffered by the Holder is expressly limited to:

- the return of the Holder's Content and data, subject to the Holder's express request,

- the reimbursement of sums paid by the Holder for the paid use of the KIPMI Application, excluding any third-party Services, in which case the Holder must contact the latter in the event of a dispute.

The Service Provider accepts no liability for the use of a Solution or Service, the posting of Content by the Holder or a Customer, or any associated data transmitted by the Customer, under conditions and for purposes other than those provided for in these T&Cs.

Under no circumstances shall the Service Provider intervene in any way whatsoever in the contractual relations that may arise between Customers and Account Holders, in particular with regard to the use of the KIPMI Application and the Solutions and Services to which the Account Holders have subscribed.

The Service Provider shall not be responsible or liable for the quality of the Internet connection, electronic communications networks or the consequences of any delay or loss in the transmission of Content and Data, or for any delay, alteration or other error occurring in the transmission of electronic communications under these Terms of Use. Furthermore, it is agreed that the Service Provider shall not be held liable for any malfunction affecting the Account Holder's mobile phone or for any misuse of the KIPMI Application or the Solutions and Services determined and chosen by the Account Holder. Similarly, the Service Provider shall not be liable for the proper functioning (breakdown, error, incompatibility, etc.) of the Holder's mobile phone.

The Service Provider shall not be held liable and shall not assume any responsibility for any delay in the performance of its obligations or any failure to perform its obligations under these Terms of Use when the circumstances giving rise to such delay or failure result from a case of force majeure as defined in Article 13 below.

11. Price

The KIPMI Application is offered free of charge to Holders, excluding:

- The cost of the subscription with the mobile phone operator;
- The cost of connection and access to the Internet;
- Any additional charges that may be incurred for data downloads;
- The capacity limits of the Vault;
- The cost of any third-party services.

12. Subcontracting

The Service Provider reserves the right to subcontract all, or part of the services covered by these Terms of Use to any other company of its choice, with the Service Provider remaining solely liable to the User.

13. Force majeure

The Service Provider cannot be held liable for any failure or delay in the performance of one or more obligations under these Terms of Use in the event of force majeure, exceptional circumstances or circumstances beyond its control.

Cases of force majeure or exceptional circumstances are those recognised by French law and the French courts, in accordance with Article 1218 of the Civil Code.

14. Protection of personal data

In the context of providing the KIPMI Application, the Service Provider processes personal data relating to the Holder, in its capacity as data controller within the meaning of the regulations applicable to the protection of personal data.

The purposes of this processing are:

- The administrative management of the KIPMI Application;
- Technical management of the KIPMI Application;
- Propose new Services;
- Commercial prospecting;
- Pre-litigation and litigation management;
- Management of the rights granted to Data Subjects as persons concerned by the processing of personal data.

The Data Subject has the right to access, rectify, erase and transfer personal data, the right to restrict processing, the right to object to processing, the right to withdraw consent and the right to define guidelines in the event of death. These rights may be exercised:

- either by email: dpo@be-ys.com
- or by post to: be ys Trusted Solutions Luxembourg, 17 rue Léon Laval - L-3372 Leudelange (G.D. de Luxembourg)

The Data Subject also has the right to lodge a complaint with the competent authorities (in particular the CNPD).

Information relating to the processing and retention is detailed in the privacy policy.

When the Holder accesses Solutions or Services offered by the Service Provider's Client, the Service Provider collects and processes the Holder's personal data as a subcontractor of the Client. The Service Provider acts on behalf of and under the instructions of the Client, who is the data controller.

Commitments regarding the protection of personal data are subject to specific provisions in the contract between the Client and the Service Provider. It is the responsibility of the data controller to provide the Holder with information relating to the processing of personal data carried out in this context.

15. Intellectual property

The Licensee undertakes to respect the Service Provider's intellectual property rights attached to, without this list being exhaustive, the structure of the KIPMI Application, the Solutions and Services, editorial content, designs, illustrations, images, photographs, graphic charters, trademarks, logos, acronyms, company names, audiovisual works, multimedia works, visual content, audio and sound content, as well as the Service Provider's trademark.

In general, the elements present on the KIPMI Application, Solutions and Services (logos, trademarks, graphic guidelines and charters, texts, photos, data, etc.) are covered by the intellectual property rights of the Service Provider or the Customer.

As such, the Holder may not use these elements without the prior written authorisation of the intellectual property rights holders (Service Provider, Customer, etc.). Consequently, any extraction and/or reuse of these elements without authorisation is prohibited and may be subject to civil and criminal penalties.

Each Holder is the owner of the Content deposited in the Vault. It is their responsibility to hold the intellectual property rights relating to the Content.

16. Evidence agreement

The Service Provider and the Holder agree to establish, within the framework of the KIPMI Application and the Solutions and Services, the rules relating to admissible evidence between them in the event of a dispute and its probative value.

The following provisions therefore constitute the evidence agreement between the parties, who undertake to comply with this article.

The parties agree that in the event of a dispute, the usernames and passwords or any other secure digital means of authentication used to access the KIPMI Application, the Content posted, the Solutions and Services used in connection with the KIPMI Application, as well as the Services chosen by the Holder, are admissible in court and constitute proof of the data, consents and facts they contain, as well as the signatures they express.

The parties agree to accept that, in the event of a dispute, time stamps are admissible in court and shall constitute proof of the data and facts they contain.

The parties agree that in the event of a dispute, the exchanged Content, notifications and their traces are admissible in court and constitute proof of the data and facts they contain.

The parties acknowledge the legal value and probative force of all Content and, in general, of any Document received and/or issued, whether signed or not, in connection with the KIPMI Application, the Solutions and the Services.

Proof to the contrary may be provided by the Holder.

17. Validity of the T&Cs

The T&Cs are valid from the first day they are posted online until a new version is published.

The applicable T&Cs are those whose date of publication appears on these T&Cs.

The Holder shall be informed of any changes to these T&Cs. The Holder must accept the new version of the T&Cs when first using the KIPMI Application following their entry into force.

If the User refuses to accept the Terms of Use, they may no longer use the KIPMI Application and must uninstall it.

18. Term – Termination

These Terms of Use are concluded for an indefinite period from the date of their acceptance. The User shall have access to the KIPMI Application and the Solutions and Services determined from the date of such acceptance.

The Holder may terminate their relationship with the Service Provider at any time by uninstalling the KIPMI Application using the "delete my account" button.

The Content stored on behalf of the Holder will be destroyed and made inaccessible. It is the Holder's responsibility to ensure that they download and back up any Content stored before sending their termination request and (if necessary) to inform the Customer of such termination.

If the Account Holder refuses the new T&Cs proposed by the Service Provider or fails to respond within a reasonable period of time, the Service Provider reserves the right to terminate the T&Cs in the manner provided for in this article. The Holder may access their Content before uninstalling the KIPMI Application. The Holder acknowledges that the Service Provider will inform the Customer accordingly. The Service Provider shall not be held liable on this basis.

The Holder may not claim any compensation from the Service Provider.

The Service Provider may, at its discretion, suspend access to the KIPMI Application and to the Solutions and Services determined, if the Account Holder violates legal and/or contractual obligations or if it suspects that the Account Holder is violating them in a serious or repeated manner. The Licensee shall have seven (7) days to remedy the breach. Failing this, the Service Provider reserves the right to terminate the T&Cs without prior notice.

The Service Provider may also suspend access to the KIPMI Application and to one or more Solutions and Services, automatically and without notice, if requested to do so by administrative or judicial authorities. In this case, the Holder shall not be entitled to any compensation.

19. Insurance

The Service Provider declares that it is insured by a reputable civil liability insurance company covering the KIPMI Application and the Solutions and Services contained therein.

20. Applicable legal system and dispute resolution

These Terms of Use are governed by Luxembourg law.

The Parties shall endeavour to settle any dispute concerning the interpretation or performance of the T&Cs amicably and as quickly as possible. In the absence of conciliation, any dispute relating

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to the validity, interpretation or performance of these T&Cs shall be submitted to the competent courts of Luxembourg.