



Terms and Conditions Agreement

iWhoAml® is an internet-based service which makes it easier for you to manage identity and ownership information. We allow our users to manage information about their belongings, share and communicate that information between each other in a customizable fashion. You, the user, will be able to define what information you wish to make public and what to keep private.

This agreement has been written in European English. The English version supersedes any other language version if any differences between them are found.

This document is written for the person, organization or company (our "customer") that signs up with iWhoAml and / or related offerings. All references to "you", "your", "user" or "users" in this Terms and Conditions (T&C) Agreement are to our customers, who in turn, may provide specific T&C to their "end-users". iWhoAml is not getting into any agreement with our customers' end-users, but with you as our customer. It is our customer responsibility that the end-users follow proper practices which doesn't interfere with this agreement between us and our customers. You control access by your end-users, and you are responsible for their use of iWhoAml in accordance with this agreement.

By "iWhoAml", "iWhoAml Services" or any combination of capital and lower cases of "iwhoami" we mean the features, product and services we make available, including but not limited to our websites at www.iwhoami.com, www.dkode.me, www.wsee.me, www.w-codes.com, www.codigos-w.com and any other versions of them existing or later developed. iWhoAml is provided by iWhoAml Limited who reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms. Click on [list of brands and services](#) for further details.

By "your data", we mean all content and information giving by you during your activity in iWhoAml, including the registration process, purchases and payments and any logs of your activity gathered by our systems.

Your use of the iWhoAml service is governed by the T&C set on this Agreement. This provides a number of commitments from us to you and from you to us. By using or accessing iWhoAml, you are making a binding declaration that you have read and understood these T&C and you have agreed on the application of these T&C, as updated from time to time. Additionally, you and iWhoAml are obliged by local and international laws and regulations. Unless explicitly stated otherwise, all new releases, updates and other new services which extend or improve the current version of the iWhoAml software, products and services are subject to these T&C.

Because iWhoAml provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific App, product, or service. To the extent those supplemental terms conflict with the T&C in this document, the supplemental terms

associated with the App, product, or service govern with respect to your use of such App, product or service.

Copyright

The content in iWhoAml is protected by copyright laws. Copying partially or fully any content of the web pages, user profiles or templates shall be forbidden without the prior written consent from iWhoAml.

Logos and brand names are registered and reproduction or publishing of them without written consent is not authorized.

QR-codes are an international standard defined in ISO/IEC 18004. They are not owned by iWhoAml. Therefore, you can reproduce any codes generated on our systems as many times as you wish without requiring any consent from us. W-Codes are a specific subset of QR-Codes which offer you iWhoAml functionality.

Your Data

Your privacy is very important to us. We designed our [Data Privacy Statement \(DPS\)](#) to make important disclosures about how you can use iWhoAml to share information with others and how we collect and can use your data. We encourage you to read the [DPS](#), and to use it to help you make informed decisions.

You own all of the content and information you post on iWhoAml, and you can control how it is shared through your application settings. In addition:

- For content that is covered by intellectual property (IP) rights, like photos and videos (IP content), you specifically give us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with iWhoAml. This license is subject to your application settings and it ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
- When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. It is understood that removed content may persist in backup copies for a reasonable period of time (but will not be available to other users).
- When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of iWhoAml, to access and use that information. Others may associate it with you (i.e. your name and profile picture) depending on the configuration selected by you.
- We welcome your voluntary feedback, comments and suggestions about iWhoAml, but you understand that we may use that without any obligation to compensate you for it.

By using or accessing iWhoAml Services, you agree that we can collect and use such content and information in accordance with the [Data Privacy Statement](#) as amended from time to time.

iWhoAml's liability for unauthorised, non-purposeful obtainment of knowledge of personal user data by third parties (e.g. through unauthorised access by 'hackers' into the service database)

or information provided by the user himself to third parties (such as by giving out his password), shall be excluded.

iWhoAml complies with the legal data protection provisions in the European Union and the Irish Data Protection Act (1988 and 2003). You can obtain further information at [Irish Data Protection Commissioner](#).

Security and Safety

We do our best to keep iWhoAml safe, but we cannot guarantee it. In order to provide that safest environment, we need the following commitments by you:

- You will not post unauthorized commercial communications on iWhoAml.
- You will not collect users' content or information, or otherwise access, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior written permission.
- You will not upload viruses or other malicious code. Neither you will try to gain unauthorized access to or disrupt any service, device, data, account or network.
- You will not solicit login information or access someone else's account.
- You will not post content that is hate-speech, threatening, immoral or pornographic; incites violence or contains nudity or graphic or gratuitous violence. Political or religious radical content is also prohibited. Furthermore, you will not bully, intimidate, or harass anyone else using our services.
- You will not develop or operate a third-party application containing alcohol-related, tobacco-related, gambling, dating or other mature content without appropriate age-based restrictions and iWhoAml written permission.
- You will not do anything unlawful, misleading, malicious, or discriminatory. Moreover, you will not promise or demand money or services in lieu of money neither you will engage in pyramid schemes.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of iWhoAml, such as a denial of service attack or interference with page rendering or other functionality.
- 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.
- You must comply with and may not work around any technical limitations in the Service that only allow you to use it in certain ways.
- You will not facilitate or encourage any violations of this statement or our policies.

Registration of your Account

iWhoAml users must 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 not provide any false or misleading personal information on iWhoAml.
- You will not create an account for anyone other than yourself without permission.
- You will not create more than one personal account.

- If iWhoAml disable your account, you will not create another one without our permission.
- You will not use your personal account for your own commercial gain without our previous agreement or adequate type of subscription.
- You will not register in any iWhoAml services if you are legally considered under age in your country. Very often, this age is 14 years old; however, you should check this age as this minimum age may vary depending on local legislation.
- You will not use any iWhoAml services if you are a convicted sex offender.
- You will keep your contact information accurate and up-to-date.
- You will not share your password or your secret keys, let anyone else access your account or do anything else that might jeopardize the security of your account.
- You will not transfer your account to anyone without first getting our written permission. In general, it will make more sense to transfer your data to someone else rather than transferring the account.
- We reserve the right to remove or reclaim nicknames or similar identifiers if we believe it is appropriate (such as when a trademark owner complains about an identifier that closely relate to a registered name).

By registering, you consent to having your personal data stored, transferred to, backed it up and processed in Data Centres located in US-EU Safe Harbours. For information about Safe Harbour, click [here](#).

If you are located in a country embargoed by the European Community you will not engage in commercial activities on iWhoAml (such as advertising or payments, including any of our subscriptions). You will not use iWhoAml if you are prohibited from receiving products, services, or software originating from the European Community.

Protecting Other People's Rights

We respect other people's rights, and expect you to do the same. Specifically, you must comply with the following points:

- You will not post content or take any action on iWhoAml that infringes or violates someone else's rights.
- We provide you with an email address to report any intellectual property rights violations. To report Claims of Intellectual Property Infringement email [Data Protection Claims](#).
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal at [Data Protection Appeals](#).
- If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

We expect that:

- You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by us with our prior written permission.
- If you collect information from users, you will: obtain their consent, make it clear you (and not iWhoAml) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

- You will not post anyone's political, sexual or religious orientation without their consent. Neither will you add identification documents or sensitive financial information on iWhoAml without our written consent.
- You will not add people information or send email invitations to non-users without their consent. If you know of any cases, please report it to us at [Misuse](#).

You are responsible for responding to any request from a third party regarding your use of the Service, such as a request to take down content under applicable laws.

Mobile and Other Devices

We provide free services over mobile networks, but please, be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply to you.

In the event you change or deactivate your mobile telephone number, you will update your account information on iWhoAml within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

You provide consent and all rights necessary to enable users to sync their devices with any information that is visible to them on iWhoAml (including through an application).

Availability, Guarantee and Service Levels

iWhoAml may make commercially reasonable changes to the Service from time to time.

iWhoAml may terminate an Online Service in any country where iWhoAml is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country.

In the case of a defect, iWhoAml shall be entitled to (1) remove the defect, (2) offer alternative solutions or (3) return the price paid by the customer for the last subscription period. Cancellation of subscription and / or return of fees are subject to the Service Level Agreement Terms. This guarantee is excluded if the user cannot reproduce the error or prove it based on computer readouts. Furthermore, the user is not entitled to any claims from this guarantee if the cause of the defect relates to the fact that the user has failed to comply with own obligations, her/his equipment doesn't meet the minimum requirements or has/had modified the iWhoAml software, W-Codes or any other part of our products or services.

Where iWhoAml is liable as a result of simple negligence, the compensation claim shall be limited to the amount paid by the user for the last subscription period.

In any case, iWhoAml will not be liable for any failure in performance due to causes of force majeure (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism, cyber terrorism, acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or

governmental bodies, including new laws or regulations or other acts of government that impact the delivery of iWhoAml). This Section will not, however, apply to your payment obligations.

For specific terms for the Service Level and support available, please refer to the [Service Level Agreement](#) page. Please, note that we provide no phone support to our free service, you will be able to email to us and we will reply you as soon as we possibly can.

Disclaimer: Other than the guarantees stated in this document, we provide no guarantees, whether express, implied, statutory, or otherwise, including guarantee of merchantability or fitness for a particular purpose. This disclaimer will apply except to the extent applicable law does not permit it.

Terms of Payments and Charges

iWhoAml provides different levels of service. The free user account provides temporal testing and low-requirement-users service. Subscriptions provide the highest levels of functionality in an advertising-free environment.

The iWhoAml free usage model is not provided for commercial usage. Please, contact iWhoAml or check on our website for the best subscription model available to you.

The current fees for purchasing such subscriptions can be viewed online at [fees](#).

If you make a payment on iWhoAml, you agree to our Payments Terms unless it is stated that other terms apply.

Prices are exclusive of any taxes and delivery charges, unless written explicitly otherwise. You must pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order placed under this agreement and which we are permitted to collect from you under applicable law. We will be responsible for all taxes based on our net income or on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority provided that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. Any taxes withheld are minimized to the extent possible under applicable law.

For subscriptions and product purchases, the fees due and payable must be paid to iWhoAml in advance. Before the conclusion of a subscriptions period, the user will be notified via email to allow for renewing the subscription.

You have the right to cancel any subscription within 14 days of registering, without citing a reason. To exercise your right of cancellation, you must send us a clear cancellation notice by mail or [email](#) to inform us that you wish to terminate the subscription. In addition, you must send us back any product that we have sent or delivered to you in relation to that cancellation.

Objections to any amount charged or debited must be claimed in writing to iWhoAml at [accounts](#) by the user within 14 days of debiting of the objected costs or of receipt of the objected

invoice. If the user does not claim objection within this 14-day period, the amount debited or invoiced is deemed to be approved.

Advertising

Our goal is to deliver the lowest level of advertising and other commercial content; however, we need to be able to finance our service to you. In order to help us do that, you agree to the following:

- We can display advertising banners to you on iWhoAml. This depends on the subscription level.
- Depending on the selection of your settings, you give us permission to use your name, profile picture, content and information in connection with commercials, sponsoring or related. We can link such content with a brand you may like on a page served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and / or profile picture with your public content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it. We do not give your content or information to advertisers without your consent explicit or implicit in your settings selection.
- You understand that we may not always identify paid services and communications as such if they are provided by others.

Amendments

iWhoAml will email you at the address you provide to us, before making any changes to this agreement and we'll allow you access to the new terms. Likewise, the new T&C will be available on our corporate web site (about section) where you will have the opportunity to review on the revised terms before continuing to use our Services. You will be welcome to send your comments to us using the contacts details provided on the footer of our web site.

If you don't agree with the new terms, you will have the option to finalize your agreement without any penalties.

Your continued use of the iWhoAml Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

Termination

If you violate the letter or spirit of this Agreement, or otherwise create risk or possible legal exposure for us or other users, we can stop providing all or part of iWhoAml service to you. This includes blocking access or deletion of your account and data with immediate effect. We will notify you by email or at the next time you attempt to access your account.

If a user's access is blocked because of a breach of the contract, no refund will be made available to the user.

You may also delete your account or disable your application at any time. You must pay all amounts due and owing, if any, before the termination is effective.

This agreement will remain in effect until the expiration or termination by any of the parties (you or us), whichever is earliest.

Disputes

To the extent legally permissible, you will exclusively resolve any claim, cause of action or dispute you have with us arising out of or relating to this Agreement or iWhoAml in the Dublin Court, Ireland, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Ireland will govern this Agreement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

If anyone brings a claim against us related to your actions, content or information on iWhoAml, 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 iWhoAml and we are not responsible for the data that users transmit or share on our systems. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on iWhoAml. We are not responsible for the conduct, whether online or offline, of any user of iWhoAml. Please, report any misuse or unlawful activities to [misuse reports](#).

Each party must notify the other promptly of a claim under this Section and if requested by the other party, give reasonable help in defending that claim.

We try to keep iWhoAml up, bug-free, and safe, but YOU USE IT AT YOUR OWN RISK. We are providing iWhoAml as is without any express or implied guarantee or warranties, including, but not limited to, implied guarantee or warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that iWhoAml will always be safe, secure, error-free, disruptions-free or delays-free.

We are not responsible for the actions, content, information or data of third parties. Therefore, 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.

Other

If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

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

You will not transfer any of your rights or obligations under this Agreement to anyone else without our consent.

All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

We reserve all rights not expressly granted to you.

Please, review the following documents for further information; [SLA Agreement](#), [Data Protection Agreement](#), [Payment Terms](#).

Terms and Conditions Agreement Contacts

You agree to receive electronic notices from us related to this agreement by email sent to the account administrator you specify in the iWhoAml registration. You are responsible for ensuring that the email address that you specify is accurate and current. You can update it in the Account details menu. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

If we need to post you any product, you are responsible for ensuring that the postal address that you specify in our web site is accurate, current and that the requested product can be delivered to that address. Any post that we send to that address will be considered sent to you, regardless of the accuracy of the address provided by you, whether or not you actually receive the post. You are also responsible of making yourself available at the address.

For all your questions related to this Agreement you can either contact iWhoAml at the corporate office website or email tac@iwhoami.com.

iWhoAml Limited

Company registered in the Republic of Ireland.

Registration Number: 565999

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