

INSTAPASS DIGITAL IDENTITY - USER LICENCE TERMS

These terms and conditions apply to all use of the INSTAPASS SERVICE and form the basis of a contract between you and Metapass (Radix) Limited, a company incorporated in Jersey with registered number 135972 trading under the name INSTAPASS (whose registered office is First Floor La Chasse Chambers, 10 La Chasse, St Helier, JE2 4UE, Jersey), (“INSTAPASS”, “we”, “us” or “our”) and you as the end user of our services (“you” or “your”). INSTAPASS and you shall collectively be referred to as the PARTIES, or individually, a PARTY.

By downloading any INSTAPASS software, accessing the INSTAPASS website, downloading or using any INSTAPASS app or using the INSTAPASS SERVICES in any manner, you agree to be bound by these terms. These terms form a binding contract between you and us until such time as your INSTAPASS USER ACCOUNT is closed, by you or us.

Subject to you accepting these terms, we will provide you with a DIGITAL IDENTITY which you may use to identify yourself with third parties that choose to rely upon your DIGITAL IDENTITY. It will be a matter for any third party as to whether they wish to rely on the DIGITAL IDENTITY we create for you.

The INSTAPASS SERVICE will conduct multi-source independent inquiries, and collate information concerning your identity.

We will use reasonable commercial endeavours to validate and authenticate identification information that you provide or which you authorise INSTAPASS to collect and evaluate.

It is, however, your responsibility to check that the information, data and documents comprising your DIGITAL IDENTITY are accurate, complete, up to date and true.

1. DEFINITIONS

In this Terms and Conditions, the following words shall have the meanings set out below:

AFFILIATE	any person or business directly or indirectly in control of, or controlled by, or under common control of any of the PARTIES or which has the ability to direct or cause the direction of the management and policies of a PARTY, whether by contract or otherwise.
DIGITAL IDENTITY	the digital representation of your identity stored by you in your INSTAPASS USER ACCOUNT, including all supporting documents, information and data which is used to verify and authenticate that representation.
INSTABRIDGE SERVICE	an automated system (as provided from time to time) for executing USER instructions relating to the swapping and transfer of tokens.
INSTAPASS SERVICE	the application created, managed, operated, and owned by INSTAPASS for the storage and transmission of identification data.
INSTAPASS USER ACCOUNT	the INSTAPASS SERVICE account maintained by you as a USER.
INSTAPASS WEBSITE	the online website available at URL: www.instapass.io
INTELLECTUAL PROPERTY	patents, utility models, rights to inventions, supplementary protection certificates, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of,

	and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
METAVERSE	Metaverse (Radix) Limited, a company incorporated in Jersey with registered office at First Floor La Chasse Chambers, 10 La Chasse, St Helier, JE2 4UE, Jersey.
RESTRICTED PERSON	any person or class of persons who are from time to time designated by INSTAPASS (at its absolute discretion) and/or those persons who are identified as resident, domiciled or carrying on business in High Risk Jurisdictions according to FATF2 and Transparency International' 2018 Corruption Perceptions Index Rating 3 of less than 25 or which in the opinion of INSTAPASS is otherwise not compliant with international standards for anti-money laundering, anti-terror financing or has been identified as having been subject to investigation for breach of any of similar regulations.
USER	an individual who has created and maintains an INSTAPASS USER ACCOUNT.

2. YOUR WARRANTIES

- 2.1 As a precondition to your creation, accessing and subsequent use of your INSTAPASS USER ACCOUNT you warrant on a continuing basis that you:
- (a) are an individual acting on your own behalf, in your own personal capacity and not as an agent, nominee or otherwise on behalf of another person, company or other organisation;
 - (b) will not use the INSTAPASS SERVICE to facilitate, assist or procure any transactions with third parties for or on behalf of others or to cause, assist or procure transactions with others save in respect of assets that you legally and beneficially own;
 - (c) are at least 18 years of age (or any older age legally required under local law in your country to bind yourself legally to these terms);
 - (d) have and will maintain a valid mobile phone number that only you have access to;
 - (e) have a valid email address that you and only you control access to and which you check regularly;
 - (f) will only use the INSTAPASS SERVICE to facilitate lawful transactions or arrangements with third parties for your sole benefit;
 - (g) will ensure that all information and data which you provide to INSTAPASS, and/or which is stored by you on the INSTAPASS SERVICE is accurate, true and up to date at all times;
 - (h) will keep your private keys, authentication tokens, systems and passwords secure and that you will notify INSTAPASS of any circumstances in which your private key and/or authentication tokens, passwords or security information (including control of your mobile phone or email) is, or might have been, compromised;
 - (i) do not already have an INSTAPASS USER ACCOUNT and/or have had an INSTAPASS USER ACCOUNT closed by us or have access to any other INSTAPASS USER ACCOUNT;
 - (j) will not use the INSTAPASS SERVICE to facilitate the processing of proceeds of crime or to facilitate any unlawful transaction;
 - (k) will, when using the INSTAPASS SERVICE, comply with all laws, regulatory requirements, and rules as are applicable to you, and the use of the INSTAPASS SERVICE;
 - (l) have not at any time been convicted of any crime involving dishonesty, nor been involved in any type of activity associated with money laundering, terror financing, or any other applicable anti-corruption or anti-bribery statute, nor were you ever subject to any investigation by, or have received a request for information from, any governmental body relating to corruption or bribery, under any statute; and

- (m) have obtained independent legal advice in relation to these terms and conditions and the laws of any territory of which you are a national, or resident, or where you are located when using the INSTAPASS SERVICE.

3. INSTAPASS USER ACCOUNT

- 3.1 The following documents constitute the USER documentation, the terms of which are incorporated into these terms:
 - (a) Privacy Policy – a copy of which can be found at the following URL: <https://instapass.io/terms/privacy>;
 - (b) Data Retention Policy – a copy of which can be provided on request.
- 3.2 INSTAPASS will process your personal data in accordance with the Privacy Policy, Data Security Policy and Data Retention Policy as they are amended from time to time.
- 3.3 These terms may be amended by INSTAPASS from time to time. The amended terms will be posted on the INSTAPASS WEBSITE and will be effective from and including 21 days from the date of posting.
- 3.4 Each time you access or use the INSTAPASS SERVICE you will be deemed to accept the then current terms and conditions, including all policies set out at Clause 3.1, which will apply to all use of the INSTAPASS SERVICE.
- 3.5 If you do not agree to comply with the terms and policies in force at the time of your use of the INSTAPASS SERVICE, you must immediately cease all use of the INSTAPASS SERVICE.
- 3.6 You may access the INSTAPASS SERVICE via the INSTAPASS WEBSITE provided that you:
 - (a) acknowledge that we own all rights and title in and to the INSTAPASS SERVICE and all software, systems, processes and all database rights, sui generis database rights, copyright and other INTELLECTUAL PROPERTY in and relating to the INSTAPASS SERVICE;
 - (b) only use the INSTAPASS WEBSITE to receive the INSTAPASS SERVICE and only for the purposes approved by INSTAPASS from time to time;
 - (c) do not republish, redistribute, re-transmit, assign, sub-license or grant any rights of use (or other rights) or access to the INSTAPASS SERVICE to any other person;
 - (d) do not, save as permitted by law, copy or reproduce any part of the INSTAPASS SERVICE, software, media, graphics trademarks or any content which is presented by the INSTAPASS SERVICE whether publicly available or not;
 - (e) do not, save as you are entitled to do so for lawful purposes, decompile or reverse engineer the INSTAPASS SERVICE, and do not attempt to decompile or reverse engineer the source code or alter, modify, translate, adapt or create derivative works of the INSTAPASS SERVICE or any content in any way (in whole or in part);
 - (f) do not remove or tamper with any INSTAPASS copyright, trademark or other attribution notice; and
 - (g) do not attempt to circumvent security features or interfere with the proper working of the INSTAPASS SERVICE, your INSTAPASS USER ACCOUNT, the INSTAPASS WEBSITE, or any of the INSTAPASS SERVICES.
- 3.7 On any suspension or termination of the INSTAPASS SERVICE and/or your INSTAPASS USER ACCOUNT, all rights granted to you shall be suspended or cease immediately, and the provisions of Clause 8 shall apply.
- 3.8 You may use your INSTAPASS USER ACCOUNT and/or the INSTAPASS SERVICE only for authorised and lawful purposes (complying with all applicable laws and regulations).
- 3.9 You must not use your INSTAPASS USER ACCOUNT and/or the INSTAPASS SERVICE in connection with or to procure or assist others to execute, facilitate or procure any fraudulent or unlawful activity, to impersonate another person or do anything which is harmful to us or any other person.

3.10 The INSTAPASS SERVICE and messages we send to you may include links to external sites and third parties. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available.

3.11 Links to external sites does not imply any endorsement of their operators or promoters.

4. USE OF YOUR INSTAPASS USER ACCOUNT

4.1 You may use your INSTAPASS USER ACCOUNT to:

- (a) generate and store securely a unique DIGITAL IDENTITY;
- (b) authorise third parties to view your DIGITAL IDENTITY;
- (c) link your INSTAPASS to addresses such as Radix or Ethereum addresses; and
- (d) authorise third party applications to identify and authenticate addresses which are owned and controlled by you, and with which digital transactions may be performed by third parties.

5. ESTABLISHING YOUR DIGITAL IDENTITY

5.1 You may use the INSTAPASS SERVICE to share your DIGITAL IDENTITY with third parties that you authorise to receive and process such parts of your personal data and information as may be stored on the INSTAPASS WEBSITE, and/or your INSTAPASS USER ACCOUNT, and which underpin your DIGITAL IDENTITY.

5.2 To validate your DIGITAL IDENTITY, INSTAPASS collects personal identification information and data from you and verifies this information using multiple third-party sources. We then collate this data to create a digital representation of your personal identity (known as a **DIGITAL IDENTITY**).

5.3 You agree for us to collect, store, amalgamate and process, your personal identification data and for us to instruct third parties (or subcontract third parties) to collect, verify amalgamate and process your personal data from multiple sources. Such collection, amalgamation and processing shall be for the purpose of investigating and verifying your DIGITAL IDENTITY, and for the purposes set out in these terms, and in our Privacy Policy. Third parties shall include those third parties as are set out in our Privacy Policy, details of which are referred to at Clause 3.1(a).

5.4 By requesting a user account and maintaining such account You consent on a continuing basis to Us engaging and/or sub-contracting third parties to process, verify and validate your personal identification information, which may include; use of an access to confidential data sources, information providers, government and regulatory resources, data services including public records, and records which are available on subscription.

5.5 Consequential upon the authority you provide pursuant to this Clause 5, INSTAPASS will use reasonable commercial efforts to conduct such inquiries and to do such things which are consistent with recognised international standards to independently verify your identity from the information you provide and from such independent sources as are available to us.

5.6 You agree to:

- (a) co-operate with the collection, investigation and verification of your DIGITAL IDENTITY in accordance with Clause 5.2;
- (b) to cooperate with and provide all information and assistance requested by us or by any third-party contractor who INSTAPASS engage to execute such validation; and
- (c) to answer all questions accurately and truthfully.

5.7 You hereby authorise us and our sub-contractors to:

- (a) **use your personal data and information for the purpose of verifying your identity** and validating the information and documents you provide to us as may be required to generate your DIGITAL IDENTITY.

- (b) share all personal data and information which you provide to us or which we collect pursuant to this agreement with sub-contractors or other third parties we engage, commission or instruct) for the purpose of verifying such data and information and validating your DIGITAL IDENTITY.
- 5.8 You agree to comply with any reasonable request by our sub-contractors for approval to process your personal data and information and to comply with terms and conditions and privacy policies of such third parties and sub-contractors as may be required from time to time to fulfil the purpose of establishing your DIGITAL IDENTITY.
- 5.9 Without prejudice to Clause 8 (Termination), INSTAPASS may terminate our relationship with you and decline to create or maintain your DIGITAL IDENTITY if you are unwilling or unable to provide any consent or to agree to comply with the terms of the third parties we appoint to investigate and validate your identity.
- 5.10 You agree to INSTAPASS storing and processing your DIGITAL IDENTITY in accordance with our Privacy Policy, Data Security Policy, and Data Retention Policy as specified in Clause 3.
- 5.11 You understand and agree that INSTAPASS does not:
- (a) hold or act as custodian for any, money, tokens or assets of any kind on your behalf;
 - (b) act as agent for you or for any third party; nor
 - (c) make any representation to you or to any third party, nor provide any warranty or assurance concerning the accuracy or acceptability of your DIGITAL IDENTITY for any regulatory or compliance purpose or of any document or record which forms part of, or supports, your DIGITAL IDENTITY.

6. USE OF YOUR DIGITAL IDENTITY

- 6.1 By setting up an INSTAPASS USER ACCOUNT and uploading or authorising the uploading of your personal information, you authorise us to share your personal information with;
- (a) our AFFILIATES for the purpose set out in our Privacy Policy, and
 - (b) METAVERSE, for the purpose of facilitating the provision by that company to you of the Instabridge Service;
 - (c) Third Parties who you authorise to receive your DIGITAL IDENTITY by;
 - (i) selecting such sharing options from any menu of options within the INSTAPASS WEBSITE or via your INSTAPASS USER ACCOUNT; or
 - (ii) complying with requests for access to your personal information from third parties, via your INSTAPASS USER ACCOUNT; or
 - (iii) providing such authorisation directly to third parties, where such third parties have the ability to directly access the INSTAPASS system.
- 6.2 INSTAPASS does not warrant, nor provide any assurance to you or any third party (including METAVERSE), that the information which comprises your DIGITAL IDENTITY is accurate or complete. It is for you and any third party to whom you provide access to your DIGITAL IDENTITY to conduct their own assessment of your DIGITAL IDENTITY and determine whether the method of collection, and the information collected and stored on the INSTAPASS SERVICE, is adequate for any purpose required by you or them.
- 6.3 INSTAPASS does not warrant or make any representation that the process of collection, validation, or storage of the data, information or documents which support your DIGITAL IDENTITY is adequate:
- (a) for the purposes required by any third party; or
 - (b) to satisfy the legal, regulatory, contractual or compliance obligations of any third party that you authorise to access your DIGITAL IDENTITY.
- 6.4 You remain responsible at all times for:
- (a) the accuracy and completeness of your DIGITAL IDENTITY;

- (b) the authenticity of all records data and information which comprise or underpin your DIGITAL IDENTITY; and
- (c) requesting, when appropriate, the re-validation/reverification or updating of the documents, data records or information which comprises your DIGITAL IDENTITY.

7. SECURITY OF YOUR INSTAPASS USER ACCOUNT

- 7.1 You are the only authorised USER of your INSTAPASS USER ACCOUNT. Save for as provided pursuant to these terms, you must not permit, either directly or indirectly, any third party to access or use your INSTAPASS USER ACCOUNT, nor to access or control any passwords or credentials that are required to access your INSTAPASS USER ACCOUNT.
- 7.2 Access will be provided to your INSTAPASS USER ACCOUNT when the USER credentials (e.g., password, biometrics, or code) that you have previously created are entered.
- 7.3 We are entitled to rely upon the entry of your USER credentials for the purpose of recognising and accepting that it is you that has requested access to your INSTAPASS USER ACCOUNT.
- 7.4 You are responsible for all use made of your INSTAPASS USER ACCOUNT and use of your USER credentials. It is your responsibility to keep your USER credentials confidential and secure and not disclose these to any other person.
- 7.5 If you have any concern that the security of your INSTAPASS USER ACCOUNT or USER credentials may have been compromised, you must notify us immediately by emailing support@instapass.io, stating the reason for your concerns.
- 7.6 You must use all available security features including multifactor identification.
- 7.7 You are responsible for keeping your devices' passwords, security measures and personal credentials up to date.
- 7.8 INSTAPASS is not liable for any misuse of your INSTAPASS USER ACCOUNT unless this is attributable to gross misconduct on the part of INSTAPASS or its employees.
- 7.9 If we suspect that your INSTAPASS USER ACCOUNT or that the INSTAPASS SERVICE has or may be compromised or we suspect any unauthorised transaction or use, we may:
 - (a) communicate with you via your registered email address or via other secure means agreed between you and us; and/or
 - (b) suspend or block your INSTAPASS USER ACCOUNT until we have established communication with you and verified your identity and/or that any threat or suspected threat has been overcome.

8. TERMINATION AND/OR SUSPENSION

- 8.1 We reserve the right to:
 - (a) alter or replace your USER credentials, or require you to do so, at any time;
 - (b) suspend access to your INSTAPASS USER ACCOUNT at any time;
 - (c) terminate your INSTAPASS USER ACCOUNT at our discretion, any time, without notice; and/or
 - (d) suspend the operation of the INSTAPASS SERVICE at any time, without notice.
- 8.2 Upon termination we shall be entitled to delete and permanently erase your INSTAPASS USER ACCOUNT and all data and information which is stored therein, without liability.
- 8.3 We may retain such parts of your personal information and data as we may require for the purpose of complying with our legal and regulatory obligations for such period as we may consider necessary to do so.

9. MISCELLANEOUS TERMS

- 9.1 You may not transfer or assign any or all of your rights or obligations under these terms.

- 9.2 If we fail to enforce any of our rights under these terms or otherwise, that will not result in a waiver of that right.
- 9.3 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.
- 9.4 These terms, together with any document expressly referred to in it, represents the entire agreement between you and us in relation to its subject matter. You confirm that you have not relied and will not rely upon any representation, misrepresentation, statement or misstatement that is not included in these terms.
- 9.5 **The contract formed by acceptance of these terms is concluded in the English language only and no public filing requirements apply.**
- 9.6 No third party has the right to enforce any of these terms under the Contracts (Rights of Third Parties) Act 1999.

10. ASSIGNMENT

We may sell, assign, transfer or sub-contract all rights and obligation to perform the INSTAPASS SERVICE provided by these terms and upon giving you notice of our intention to do so and in the event of assignment of our interests such assignee shall thereafter be responsible for the performance of all obligations, and we shall be released from all further obligations and duties under these terms in favour of the transferee/assignee.

11. EXCLUSION OF LIABILITY

- 11.1 **TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER IMPLIED OR EXPRESS AND WHETHER ARISING BY LAW, CONTRACT OR FROM A COURSE OF DEALINGS BETWEEN US.**
- 11.2 **WE DO NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OPERABILITY OF THE INSTAPASS SERVICE.**
- 11.3 **THERE MAY BE PERIODS OF DOWNTIME FOR MAINTENANCE AND UPGRADE WORK (WHETHER ON A SCHEDULED OR UNSCHEDULED BASIS). WE ARE NOT RESPONSIBLE FOR THE SECURITY OF INFORMATION THAT YOU CHOOSE TO COMMUNICATE WITH US WHILE IT IS BEING TRANSMITTED OR FOR ANY DATA LOST DURING TRANSMISSION.**
- 11.4 **IN NO EVENT SHALL WE, OUR AGENTS, OFFICERS, EMPLOYEES OR SUB-CONTRACTORS BE LIABLE TO YOU FOR ANY LOSS OR CORRUPTION OF DATA; SOFTWARE OR HARDWARE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT OR ECONOMIC LOSSES; INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES. ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE AND, IN ANY CASE, SHALL NOT EXCEED THE SUM OF £150.**
- 11.5 **YOU AGREE THAT WE DO NOT ASSUME, HAVE OR OWE ANY OBLIGATIONS OR DUTIES, FIDUCIARY OR OTHERWISE, TO YOU EXCEPT AS ARE EXPRESSLY SET OUT IN THESE TERMS.**
- 11.6 **WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF ANY OF OUR OBLIGATIONS THAT IS CAUSED BY ANY ACT OR OMISSION OF A THIRD PARTY OR EVENTS OUTSIDE OUR REASONABLE CONTROL.**

12. JURISDICTION

- 12.1 The courts of Jersey shall have exclusive jurisdiction to settle any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with these terms or in relation to their formation.
- 12.2 The situs of any agreement formed in accordance with these terms and all debts assets, obligations and causes of action arising out of the operation, use and functioning of the INSTAPASS SERVICE are deemed to have been made and performed in Jersey, irrespective of

your residence, location or principal place of business or the location place of business of any third-party.

12.3 Nothing in this Clause 12 shall limit or exclude any rights of INSTAPASS to enforce any rights in in any territory in relation to INTELLECTUAL PROPERTY owned by or licensed to INSTAPASS in accordance with the laws applicable to such rights which subsist in any territory where such INTELLECTUAL PROPERTY rights are owned or used (whether such use is authorised or not).

12.4 All operation of conflict of laws is excluded.