



# TERMS AND CONDITIONS

Version 3.1 - December 2025

## 1. **Introduction: What is this document?**

- 1.1. These Terms and Conditions ("**Terms**") define our relationship with you as you interact with any of our services. They apply to all products, tools, services and any other offerings of Affinidi whether individually or in partnership with any other party ("**Services**"). Our Services are provided by, and you are contracting with, Affinidi Pte. Ltd., ("**Affinidi**" and/or "**we**" and/or "**us**") a private limited company incorporated in Singapore and having its registered office address at 15 Beach Road, #02-126, Singapore – 189 677.
- 1.2. Please read these Terms carefully before accessing or using any of our Services. By clicking the "I agree" button below, or by accessing, visiting, scrolling through, browsing, interacting with, registering on and/or using or attempting to use our Services, You ("**User**", "**you**", "**your**") acknowledge that you have read, understood, and agree with these Terms as set forth below and any future changes that may occur.
- 1.3. At Affinidi we offer a collection of tools and services to build the future of digital identity and the management of personal data (collectively referred to as the "**ATN Platform**"). More details about the Services is described on our website at <https://www.affinidi.com/> ("**Website**").
- 1.4. These Terms also include our [Privacy Notice](#) which contains our policy regarding the collection and use of personal information and any other supplementary terms, amendments, policies, or disclaimers made available or issued by us periodically. From time to time, there may be additional terms about limited period events like contests, offers, promotions etc or even new products and features we release ("**Additional Terms**") and such terms may be made part of these Terms and apply to you accordingly. Such Additional Terms shall prevail in the event of a conflict. You shall be informed of any major revisions to these Terms or Additional Terms.
- 1.5. YOUR CONTINUED USE OF ANY OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS, AND ANY CHANGES THERETO.

## 2. **Definitions**

<b>Sr. No.</b>	<b>Term</b>	<b>Definition</b>
2.1.	Affinidi CLI	A command line interface to manage your projects and configurations to integrate your applications into the ATN Platform

2.2.	Affinidi Marks	All our trademarks, service marks, logos, brand names, or other proprietary designations used to identify our Services.
2.3.	Affinidi Meeting Place	A decentralized, privacy-preserving communication tool powered by Affinidi Messaging that uses DIDs and DIDComm v2.1 to enable secure, consent-based interactions among individuals, organizations, and AI agents without traditional identifiers.
2.4.	Affinidi Messaging	A secure and verifiable communications technology
2.5.	Affinidi Portal	An interface enabling developers to manage resources and integrate various products/tools and services of the ATN Platform into their application.
2.6.	Affinidi Vault or Vault	A Service that that allows Users to discover, collect, store, share, and monetise data that aligns with their preferences.
2.7.	Affinidi Trust Registry	A standards-based verification of trusted entities within decentralised identity ecosystems.
2.8.	AI Agents	Means an automated, artificial intelligence-driven software agent provided as part of the Services, and that generates outputs based on user inputs.
2.9.	AI-generated content	Means any text, image, audio, video, or other material produced by an AI Agent or Third-Party Agent (as defined hereinafter) in response to user inputs or prompts within any of the Services.
2.10.	Beta Services	These are experimental versions of our Services that are still under development and may contain bugs, errors, defects, or other harmful components. They are not intended for general commercial use. These include, but are not limited to, any products, services, or features labelled "beta", "preview", "pre-release", or "experimental", and any related content.
2.11.	CLI	Command Line Interface
2.12.	Consumer	Any natural person using any of the Services, whether through us or a Third Party
2.13.	Customer Support	Customer support refers to the assistance that may be provided to the users for handling inquiries, resolving technical issues, and offering guidance on the use of our Services. This support can be delivered through specified communication channels, including email, phone, or any other means of communication at our discretion in accordance with these terms of service and applicable law.
2.14.	Developer	An individual or entity that builds, integrates, and maintains applications or services utilizing the Services

2.15.	DID (or Decentralised Identifier)	A unique identity created to identify a person/organization
2.16.	External Agent Environment	Infrastructure or services not controlled by Affinidi where a Third-Party Agent operates.
2.17.	Limited-use Applications	Means any Affinidi application, demo, prototype, proof-of-concept (POC), or event-specific application made available on a temporary or restricted basis for testing, evaluation, demonstrations, or participation in a specific event or program or engagement. Limited-Use Applications may contain limited functionality, may be modified or discontinued at any time, and are not intended for long-term, commercial, or production deployment.
2.18.	Mediator	A mediator is a messaging server, which is used in Affinidi Messaging, that routes messages securely between parties, such as individuals, businesses, or AI agents. Mediators cannot access message content.
2.19.	Mobile Application	Affinidi applications/ Services accessible via Android or iOS devices
2.20.	Model Provider	Means a person or organisation that creates, supplies, deploys, or operates an AI or machine learning model and makes such model available for use, integration, or interaction by users, developers, or third-party systems.
2.21.	Open-Source Software (OSS)	Software released by us under various open-source licenses. The current list of OSS projects is maintained at <a href="https://github.com/affinidi">https://github.com/affinidi</a> and may be updated from time to time
2.22.	Passphrase	A combination of text and numbers created to gain secure and access the Services
2.23.	Services	Collectively refers to all products, tools and services provided by us
2.24.	Third Party	Any individual, company, or entity that is not a part of the Affinidi group. This includes, but is not limited to: <ul style="list-style-type: none"> <li>a) Companies or entities that provide services or tools that integrate with ATN platform.</li> <li>b) Service providers who may handle certain functions like payment processing, customer support, or data hosting on behalf of Affinidi.</li> <li>c) Developers that use Services under the ATN to build or enhance their own products and services.</li> <li>d) Any other external party that interacts with, accesses, or uses the ATN platform or any of the Services without being an employee or direct contractor of Affinidi.</li> </ul>

2.25.	Third Party Agents	An AI Agent provided by any Third Party, including AI Agents hosted in external environments
2.26.	User	Any Consumer or Developer using all or any part of the Services
2.27.	Verifiable Credential (VC)	A Verifiable Credential is a tamper-evident (in case of any tampering, it can be identified) assertion where authorship can be cryptographically verified.

### **3. Access to the Services: How do you access Affinidi Services?**

- 3.1. In order to register with us, become a User and access the Services, you'll need to:
  - (a) Agree to these Terms; and/or
  - (b) Create an Affinidi Vault (as may be required).
- 3.2. As part of the registration process, we may request certain information that you agree to provide to us. You also agree to provide us with any other information we may reasonably request from time to time, for example where we need to meet our own legal requirements.
- 3.3. You represent and warrant that: (a) all the information submitted by you is accurate, complete, up to date and true (b) you will continue to maintain the accuracy and completeness of such information. We will retain information provided by you at the time of registration to operate the Services and in compliance with applicable laws.

### **4. Pricing: So what do we cost?**

- 4.1. For Consumers, our Services are free of charge. This may change from time to time.
- 4.2. For Developers, please reach out and contact us here <https://www.affinidi.com/get-in-touch> to discuss.

### **5. Use of the Services: Your right to use our Services**

- 5.1. We grant Users a worldwide, non-exclusive, non-transferable, and non-sublicensable right to use our Services as outlined under these Terms. This license shall continue while the User is validly registered or unless otherwise terminated.
- 5.2. Unless otherwise agreed, Users must not (a) reverse engineer, disassemble, decompile, or use the Services to make any competitive product/ service, (b) access, store, distribute, or transmit any virus through the Service, (c) authorize or permit other Users or Third Parties to engage in such activities, (d) train any artificial intelligence models using the Services; except as permitted by law. Provided however, in case these Terms conflict with the terms mentioned under any of the OSS projects (<https://github.com/affinidi>), the respective OSS terms and conditions shall apply and take precedence over these Terms .
- 5.3. While using the Services, you are responsible for securing your device, operating system, passcodes, passphrase, and local data. Compromise of your device may compromise your keys and access to the Services. We are not responsible for any loss, compromise or misuse of

your keys or data resulting from device level breaches, malware, unauthorised access, or inadequate security controls at your end.

- 5.4. Additional information on how our Services function, including technical specifications, usage guidelines, and any applicable limitations, is published on our website at <https://docs.affinidi.com/docs>. We may amend or update such information periodically, and your continued use of the Services constitutes acceptance of the most current version available on our website.

## **6. Use of Copyright/Affinidi Marks: Using the Affinidi brand responsibly**

- 6.1. Affinidi Services—including Affinidi Marks, images, text, and software downloads (the "**Content**")—are owned either by us or by Third Parties who have granted us permission to use the Content. We cannot grant you permission for Content that is owned by Third Parties.
- 6.2. Developers are granted a limited, non-exclusive, non-transferable, and revocable license to use our copyrighted materials solely for the purpose of utilizing our Service as intended. This license does not include the right to:
  - (a) use any data mining, robots, or similar data gathering and extraction tools;
  - (b) make derivative works or reverse engineer any aspect of the Service; and
  - (c) access the Service to build a similar or competitive product or service.
- 6.3. Any use of our copyrighted materials not expressly permitted in these Terms is a breach of these Terms and may violate copyright, trademark, and other intellectual property laws. We reserve the right to revoke this license at any time for any reason.
- 6.4. Developers wishing to use our copyrighted materials for promotional or other purposes beyond the scope of normal Service usage must obtain explicit written permission from us.
- 6.5. The Services, including Limited-Use Applications, may be made available to Users under different brand names, applications, or interfaces operated by Third Parties (including event organisers, partners, or sponsors). Such branding does not alter our role as a technology provider nor create any agency, partnership, or joint venture relationship between Affinidi and such Third Party, unless otherwise explicitly stated.

## **7. Intellectual Property and Content Rights: How we handle your content and outputs?**

- 7.1. You as User, own the content you upload or share through our Services (such as business cards, chat messages, text, images, audio, or video). By using the Services, you give us permission to use this content only as needed to operate and secure the Services. This includes hosting, storing, transmitting, and displaying it. If you choose to share content with other users, you also allow them to view and use it for its intended purpose.
- 7.2. Where a Third-Party Agent is used, data provided by the User to that Agent may be transmitted to and processed by the Third-Party and/or its Model Provider in an External Agent Environment. The Third-Party's service terms and privacy notices shall apply to such processing. Users are responsible for reviewing and accepting any Third-Party terms before using a Third-Party Agent.

## **8. Force Majeure: Bad stuff happens**

- 8.1. We are not liable for any loss, damage or penalty resulting from delays or failures in performance if the delay or failure results from events beyond our reasonable control (a "**Force Majeure Event**"). Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, lockdowns, epidemics, pandemics (including but not limited to Covid), outbreaks, embargoes, breakdown of equipment, plant or machinery (including, but not limited to, data centre, telecommunications systems and utility services) or other catastrophe.

## **9. Termination and Suspension: Ending the use of our Services**

- 9.1. Notwithstanding the foregoing, any User may send a notice to us to terminate their use of the Services at any time, whether in respect of all or only selected Services, and we shall respond to the request within a period of thirty (30) days of receipt of the request. Notice can be sent through form at: <https://www.affinidi.com/get-in-touch>
- 9.2. We reserve the right to suspend or terminate your access to the Services at our sole discretion, with or without notice, for any reason, including but not limited to closure of the Services, use of any of the Services beyond the scope permitted, unlawful activity, breach of these Terms or any other conduct deemed harmful.

## **10. Beta Services: Services we are testing (and may discontinue)**

- 10.1. We offer Beta Services that are not yet ready for general commercial release for testing and evaluation purposes that may contain bugs, errors, defects, or other harmful components. Therefore, despite any other provisions in the Terms, we provide Beta Services on an "AS IS" basis.
- 10.2. We, along with any affiliates and licensors, makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, regarding the Beta Services. This includes, but is not limited to, any warranties that the Beta Services will become generally available, operate without interruption, be error-free, or be free of harmful components. Additionally, we do not guarantee that any data, including your data, will remain secure or will not be lost or damaged.
- 10.3. To the fullest extent permitted by law, we, along with any affiliates and licensors, disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, as well as any warranties arising from any course of dealing or usage of trade.
- 10.4. Our total liability for any claims arising out of or relating to the Beta Services will be limited to the amount you paid to us in the 12 months preceding the claim for the Beta Services that gave rise to the claim.

## **11. Limited-Use Applications – Services available for a limited duration**

- 11.1. Limited-Use Applications are provided solely for temporary, non-production use and may include restricted or experimental features.
- 11.2. Users must not rely on Limited-Use Applications for operational, commercial, or critical purposes and must not use them to store, process, or transmit sensitive or confidential information unless otherwise agreed in writing with us.
- 11.3. We may modify, suspend, or discontinue any Limited-Use Application at any time without notice.
- 11.4. We provide Limited-Use Applications on an "AS IS" basis and no warranties, service levels, uptime commitments, or ongoing support obligations apply to Limited-Use Applications unless otherwise agreed in writing
- 11.5. If our Services are used for a conference, exhibition, workshop, or any other event:
  - (a) We are not responsible for organizing or managing that event. All responsibilities for logistics, registrations, invitations, access control, attendance checks, and conduct at the venue belong to the hosting entity, unless we have expressly agreed in writing to manage the event.
  - (b) We do not verify the real-world identity, eligibility, or authorization of any participant unless identity verification is expressly included as part of the Services for that event. Issuance of any event-related Verifiable Credential is based solely on technical inputs received through the relevant application workflow. We shall not be responsible for any incorrect, unauthorized, or fraudulent issuance arising from deficiencies in the hosting entity's registration or verification process.

## **12. *Warranty and Liability: Our responsibilities***

- 12.1. If our Services are reduced or discontinued, you are not entitled to any warranty rights unless we have fraudulently concealed a defect.
- 12.2. We do not guarantee that our Services will be fit for a particular purpose unless explicitly agreed upon.
- 12.3. We are not responsible for any failure to meet the technical requirements needed to use the ATN Platform. The technical requirements for each of the element in the ATN Platform are provided [here](#).
- 12.4. To the maximum extent permitted by law, we make no guarantees or warranties of any kind regarding:
  - (a) the reliability, accuracy, completeness, or usefulness of the Services;
  - (b) the availability or appropriateness of the Services;
  - (c) the Services being error-free, continuously available, secure, or free of harmful components;
  - (d) the Services containing timely and accurate information;
  - (e) the Services operating properly on your devices or systems; and/or
  - (f) the Services not causing damage to your devices or systems.

- 12.5. Your use of the Services is voluntary and at your own risk. You are responsible for:
- (a) any liability, loss, or damage from using the Services; and/or
  - (b) all decisions or actions based on your use of the Services.
- 12.6. We are not liable for any indirect, incidental, special, or consequential damages, including:
- (a) loss of data, business, profits, or goodwill; and/or
  - (b) business interruptions, costs, or expenses.
- 12.7. We are not liable for damages or losses from:
- (a) your use, access, or reliance on the Services;
  - (b) your dealings with Third Parties through the Services;
  - (c) performance delays or failures of the Services;
  - (d) unauthorized access to your account;
  - (e) communication failures or software malfunctions; and/or
  - (f) suspension or termination of your access to the Services.
- 12.8. You acknowledge that we are not responsible for interruptions, delays, failures, or security issues with Third Party websites, data, or services linked to or accessible through the Services.
- 12.9. If you provide feedback or suggestions regarding all or any of the Services, we may use such feedback for any purpose without obligation or compensation to Users.
- 12.10. If we are found liable to you, our liability will not exceed S\$1000. This applies to all causes of action, including breach of contract, negligence, and other torts. In jurisdictions where liability limits cannot be fully enforced, our liability will be restricted to the minimum extent permitted by law.
- 12.11. These limitations and exclusions apply to all Services, including any AI Agents, AI-generated content, and Third-Party Agents integrated into the Services. We do not guarantee the accuracy, completeness, or usefulness of any AI-generated content and disclaim all liability for any reliance on such content. Users should be aware that they are interacting with AI Agents and remain responsible for verifying the accuracy and appropriateness of any outcomes or content generated by AI.

### **13. *Indemnity: Our responsibilities***

- 13.1. To the fullest extent permitted under law, you agree to indemnify us, our parents, subsidiaries, affiliates, directors, officers, shareholders, employees, agents, sub-contractors and licensors (collectively the "**Indemnified Persons**") in respect of any and all claims, losses, damages, expenses (including legal costs on a full indemnity basis), or liabilities (whether criminal or civil) and costs of settlement suffered or incurred by the Indemnified Persons or asserted against them in respect of:
- (a) your access or use of Services, or conduct in connection with the Services;
  - (b) any application that you develop in connection with your access to or use of the Services that infringes any intellectual property right of any person or violates their privacy rights;
  - (c) any breach by you of any of these Terms;
  - (d) your misuse of the Services;

- (e) any content sent or received by you (as a Developer/Consumer or received by the Developer from the Consumers) through the Services;
- (f) any dispute between you and a Third Party or another user of the Services;
- (g) the occurrence of any event due to your act, omission or default which comprises the security or integrity of the Services or its contents; and/or
- (h) your violation of any applicable law or the rights (including but without limitation to intellectual property rights and privacy rights) of any other person or entity.

#### **14. Representations and Warranties: Your responsibilities**

By accessing and using the Services, you represent, undertake and warrant that:

- 14.1. you have full capacity and authority to (and do) accept and agree to these Terms;
- 14.2. you have not previously been suspended or prohibited from using the Services;
- 14.3. you will comply with all applicable laws and regulations with respect to your activities on and in connection with the Services; and
- 14.4. you will comply with all applicable security or encryption standards, rules, procedures and guidelines.
- 14.5. you will provide all support, information and assistance necessary for us or our authorised representatives to conduct investigations, audits or inspections for the purpose of ensuring proper compliance with the Terms or other legal and/or regulatory obligations, without any cost to us.

#### **15. Service Specific Terms: What we offer**

##### **15.1. Affinidi Vault**

- (a) Sharing of Vault Data: Once information has been shared, the information is irretrievable. You will not be able to reverse or change the information so shared with the Third Party.
- (b) Data Storage: When you set up Affinidi Vault, all data in the Vault is stored on the device used to register the Affinidi Vault. You also have the option to back up your Vault data locally ("**Local Backup**") or to the cloud ("**Cloud Backup**"). Local Backup will allow you to download an encrypted JSON file that you will be responsible for. A Cloud Backup will send to you, via email, a 'Backup ID'. This Backup ID is used solely for data recovery.
- (c) Multiple Profiles: You can create multiple profiles in your Vault. You can choose to save those profiles either on your device or on cloud ("**Cloud Profile**"). When using multiple profiles, it is your responsibility to ensure that you are sharing information from the correct profile with the Third Party.
- (d) Backups
  - (i) Responsibility of the User: You are responsible for ensuring the security and safety of locally stored Vault data. If you clear, delete or otherwise format your local storage, the data within the Vault will also be deleted. We are not responsible for any data loss

resulting from these or similar actions. You can however recover that data if you have previously created a Local Backup (and stored that data securely) or a Cloud Backup.

- (ii) Our liability: We will make commercially reasonable efforts to back up user data when the user is opting to sync his Vault to the cloud including their Cloud Profile data and data within their Cloud Profile. However, we are not liable for any data loss or corruption. Users are responsible for maintaining their own copies of important data and should not rely solely on us for data backup.
- (iii) Deletion of Backups If you wish to delete your Cloud Backup you must send to us a deletion request through this [Data Deletion Request Form](#) and follow the steps outlined in the email response. Upon receiving the deletion request we may also request other information to verify the account and process the deletion. Once confirmed, we will delete the Cloud Backup and send you an email confirmation that the data has been deleted.
- (e) When the User has created an additional profile on the cloud, we will store data related to that profile in our cloud infrastructure. While we take reasonable measures to protect the security of data stored in the cloud, we cannot guarantee absolute security. Users acknowledge and agree that Affinidi is not responsible for any unauthorized access to or alteration of their data that occurs outside of Affinidi's control.
- (f) Processing - By opting to sync your data to cloud, you consent to the processing of your data by us, including but not limited to the storage, retrieval, and analysis of data as necessary to provide the Services.
- (g) Retention of data – We will retain your data for as long as necessary to provide the Services and as required by applicable laws. Upon termination of your account, we will delete your data in accordance with our data retention policy.
- (h) You are solely responsible for the accuracy, quality, and legality of the data and how you acquire the data which you are uploading in our Services or sharing with us. We are not responsible for any data uploaded by you as a User, that violates any laws or Third Party Rights.

## 15.2. Affinidi Identity Verification ("IDV")

- (a) Accuracy of Verification: IDV is provided by various Third Party service providers and partners to assess the likelihood that the user's identity is genuine. While this service may provide accuracy probabilities (e.g., 60% or 90%), these are estimates, not guarantees. We do not conduct additional verification against government databases or other official records. The identity verification results are based solely on the information provided and the technology used by our Third Party service provider.
- (b) Developer's Responsibility: Developers using IDV are solely responsible for accepting or rejecting verification results. Regardless of the provided accuracy probability, the final decision and any associated liability rest with the Developer.
- (c) Sub-processors/sub-contractors: To provide the IDV service, we also partner with several sub-contractors and companies. These Third Parties process user information to deliver

the service. The terms, conditions and privacy policies of these sub-contractors also apply to Developers and Consumers using this service. Details of these sub-processors and sub-contractors are specified in our [Privacy Notice](#).

(d) Service Commitments

(i) Provision of the Service

We provide IDV in collaboration with various Third Party vendors. The availability of IDV is dependent on the services offered and uptime maintained by those Third Party vendors. We will, to the extent reasonably and commercially possible, make IDV available as purchased by the Developer and will use commercially reasonable efforts to maintain agreed uptime commitments. This includes providing advanced notice of scheduled maintenance and adhering to any monthly uptime commitments as may be applicable based on our agreements with the Third Party vendors.

(ii) Response Times

Sessions will be processed by us/Third Party so appointed by us in accordance with the response times set forth in the relevant documentation.

(e) In addition, Developers are also responsible for:

- (i) obtaining and maintaining all necessary notices, consents, and permissions from the Consumer (including for biometric data) necessary to provide IDV ("**Consumer Consent**"). We provide IDV to the Developer on the basis Consumer Consent has been obtained consistent with all necessary legal obligations;
- (ii) providing evidence of Consumer Consent upon request;
- (iii) using IDV only in accordance with applicable laws and regulations (e.g., GDPR, DPDP Act, Personal Data Protection Act 2012 (Singapore), California Consumer Privacy Act (2018), HIPAA, sanctions laws, etc. as may be applicable); and
- (iv) notifying us of any known or suspected loss, breach, hack of User data within 48 (forty-eight) hours of discovery, and work in good faith to remediate such breaches.

### 15.3. Affinidi Iota Framework

The Developer must ensure that they are only collecting, using and storing data for the stated legal purpose and do not collect additional information beyond that purpose. If they use the information for purposes other than what was communicated to the Consumer, the Developer acknowledges they may be liable for any actions taken by the Consumers for the misuse of such data under applicable law.

### 15.4. Affinidi CLI

As CLI provided by us is not necessarily required to be installed in order to implement our Services or parts thereof, the Developer may also use a third party CLI or software component to implement and use the Services, given that the Third Party CLI or software component meets the required technical requirements as in particular set out [here](#). If a CLI or Third Party software package is used, the terms and conditions of the respective provider shall apply in this regard. We shall not be responsible for and do not warrant that our Services are usable with any particular Third Party CLI or software component or software-like tools. We reserve the right to reject or exclude Third Party CLI providers if this becomes necessary for substantial reasons. Substantial reasons may include, but are not limited to:

- a. technical incompatibility between the third-party provider's service and our Services;

- b. legal restrictions preventing the integration of the third-party service with our Services; and/or
- c. adaptation to technical innovations requiring changes to our Services that may affect compatibility.

15.5. Affinidi Labs

Under Affinidi Labs we have developed sample applications that can help the Developer in the implementation of Affinidi Login with Affinidi Vault. The Developer shall not input any Consumer data into such sample applications.

15.6. Affinidi Vault Service (AVS)

Affinidi Vault Service (AVS) is a service provided to Developers for managing Verifiable Credentials (VCs) issued by them. Developers using AVS must ensure that all data sent to this service is encrypted. We reserve the right, at our sole discretion, to limit the amount of data that can be stored in AVS.

15.7. Affinidi Messaging

- (a) Messages transmitted using Affinidi Messaging Service are encrypted end-to-end. We do not access, view, store, or decrypt message contents. Only encrypted message packets are routed through Affinidi Messaging. Only minimal, transient technical metadata may be processed as necessary to operate and secure the Services. This architecture limits our ability to retrieve, recover, or investigate user communications.
- (b) Affinidi Messaging relies on decentralised, peer-to-peer communication mechanism. We do not guarantee the delivery, receipt, timing, order, or storage of any messages, invitations, or communications.
- (c) When a User adds a DID to an Access Control List (ACL) in Affinidi Portal, you as a User, acknowledge that:
  - (i) The DID may be displayed in plain text for operational visibility;
  - (ii) You are responsible for the correctness of all DIDs you add or remove from the ACL;
  - (iii) You will not misuse DID information to identify end users unless authorised by law and disclosed to users of the messaging application you have built using Affinidi Messaging.
- (d) While Affinidi Messaging use cryptographic identifiers to enable secure communication, we do not verify the real-world identity, authority, or authenticity of any user, organisation, or agent you interact with. You are solely responsible for determining whom you communicate with and whether to trust such interactions.
- (e) Affinidi Messaging is designed to support private, encrypted communication. You as a User agree not to use any part of the Services to:
  - (i) track or monitor another user's activity, availability or communication behaviour;
  - (ii) analyse message frequency, timing, routing, or DID interaction patterns to infer identity, location, relationships, or habits; or
  - (iii) build behavioural, social, or predictive profiles about any user.

Such use is strictly prohibited and undermines the privacy-preserving nature of the service.

- (f) You are solely responsible for your communications and interactions with other users through Affinidi Messaging and Meeting Place. We do not monitor, moderate, or control user communications and are not responsible for any disputes, misconduct, impersonation, harassment, fraud, or harm arising from your interactions with other users.
- (g) Affinidi may use backend orchestration services to enable secure channel setup and mediator administration. These services do not access message content and operate under Affinidi's security and privacy standards.
- (h) Mediators hosted in Affinidi Messaging route and temporarily store encrypted messages by default. They only process minimal metadata (timestamps, delivery status) and hashed DIDs for ACL enforcement. Message content is never accessed or decrypted. Messages are retained for up to seven (7) days unless deleted earlier by the recipient. You may deploy your own mediator using our open-source implementation or request a dedicated managed mediator under our security and privacy standards.

#### 15.8. Affinidi Meeting Place

- (a) Affinidi Meeting Place is built on and operates using Affinidi Messaging. Accordingly, all terms applicable to Affinidi Messaging, including those relating to encryption, message handling, delivery limitations, user conduct, identity verification, and security, apply equally to your use of Affinidi Meeting Place.
- (b) Affinidi Meeting Place stores cryptographic keys, relationship data, and message history locally on your device. If your device is lost, damaged, reset, or compromised, such data may be permanently lost. We do not store backups of this information and cannot restore your identity, connections, or messages.
- (c) Affinidi Meeting Place is a communication tool. We do not control, supervise, or mediate interactions between users and are not responsible for the conduct of other users, including any misuse of the service, inappropriate communications, or disputes arising from user interactions.
- (d) Affinidi Meeting Place may allow connections through QR codes, links, or invitations shared outside the Services. You are solely responsible for verifying the authenticity and intended recipient of such invitations. We are not responsible for any unintended disclosure, interaction, or harm arising from your acceptance or sharing of such invitations.

#### 15.9. Affinidi Trust Registry

- (a) Affinidi Trust Registry enables the publication, discovery, and retrieval of trust-related records, identifiers, or metadata based on defined governance or policy frameworks, and does not

constitute verification, certification, endorsement, or validation of any entity, credential, or agent.

- (b) Affinidi Trust Registry is provided for informational and technical interoperability purposes only and does not constitute certification, endorsement, approval, or validation of any entity, credential, agent, or identifier.
- (c) Inclusion of any record, entity, authority, issuer, agent, or identifier in the Affinidi Trust Registry does not imply endorsement, recommendation, or guarantee by us. We make no representations or warranties regarding the accuracy, completeness, legitimacy, or continued validity of any Affinidi Trust Registry entry.
- (d) We do not independently verify the real-world identity, authority, legal status, or conduct of any party referenced in the Trust Registry. You remain solely responsible for determining whether to trust, rely upon, or interact with any entity, credential, or agent identified through the Trust Registry.
- (e) Trust Registry entries may be created, managed, or governed by third parties acting as authorities, governance controllers, or ecosystem participants. Any governance frameworks, authority statements, or policies referenced in the Trust Registry are defined and enforced by such third parties, not by us, unless expressly stated otherwise in writing.

#### 15.10. Verifiable Credentials

We or an authorized issuer may provide VCs through the Services. VCs are cryptographically verifiable attestations limited to the information stated in the credential and do not confer any certification, endorsement, or legal, academic, or employment rights unless expressly specified. We may revoke a VC for reasons including fraud, error, misuse, or violation of these Terms. We do not guarantee that any third party will accept, recognize, or rely upon a VC.

#### 15.11. AI Agents and Third-Party Integrations

- (a) Affinidi may enable Third Party Agents available within the Services. Affinidi does not endorse or guarantee these agents or their outputs. Such Third Parties are solely responsible for their agents, training data, and compliance with applicable laws.
- (b) Interactions with AI Agents may involve collection of prompts, conversation transcripts, and metadata on your device. Affinidi does not process or store this data on its servers, unless otherwise agreed in writing. Details about how the information is processed is specified under our Privacy Notice. If you interact with a Third-Party Agent, your data may be shared with that Third Party or its service providers, and their terms and privacy policies will apply.
- (c) References to names, logos, or identifiers within the Services are for contextual purposes only and do not imply endorsement or affiliation.
- (d) AI Agents may provide responses that are incorrect, incomplete, or speculative. These responses are for informational purposes only and should not be relied upon for legal, financial, medical, or other critical decisions. We do not guarantee the accuracy,

completeness, or usefulness of any AI-generated content by these AI Agents. You should be aware that you are interacting with AI agent and are solely responsible for any actions you take based on these responses. To the maximum extent permitted by law, we disclaim all liability for any loss, damage, or consequences arising from your reliance on AI-generated content, whether provided by us or by third-party agents.

- (e) Responses provided by AI Agents may be based on information provided by the respective company or publicly available sources, without independent verification by us. We do not warrant the accuracy, completeness, or legality of such information. Users acknowledge that:
  - (i) We are not responsible for the correctness or reliability of information provided by third parties or derived from public sources.
  - (ii) Any reliance on such responses is at the User's sole risk.
  - (iii) To the maximum extent permitted by law, we disclaims all liability for any loss, damage, or consequences arising from reliance on AI Agent outputs or third-party information.

## **16. *Miscellaneous/General: Remaining legal stuff***

### 16.1. Governing Law and Jurisdiction

- (a) Use of the Services are governed by the laws of Singapore, without reference to conflict of laws rules.
- (b) Subject to the dispute resolution clause below, parties submit to the non-exclusive jurisdiction of the courts of Singapore in relation to all disputes and any claim relating to use of the Services or under these Terms.

### 16.2. Dispute Resolution

Any dispute with respect to any of the Terms which is not resolved mutually within 30 days of it being raised shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration is Singapore. The tribunal shall consist of 1 arbitrator.

### 16.3. Survival

The provisions of these Terms that by their nature should survive termination or expiration, including but not limited to those regarding intellectual property rights, confidentiality, indemnity, limitations of liability, and dispute resolution, shall survive any termination or expiration of these Terms.

### 16.4. Amendments/Modification to Terms

We reserve the right, to make changes to these Terms, including changes to any Additional Terms, at our sole discretion. Any such modifications shall become effective immediately upon the update being posted online and shall constitute effective communication of the same to you. Your continued access or use of the Mobile Application/Website after such

posting constitutes your consent to be bound by the Terms and/or Additional Terms, as amended.

16.5. Distribution via Third-Party Platforms

Mobile Application (s) may be distributed through third-party platforms (including but not limited to Google Play, Apple App Store, or similar marketplaces). Such distribution is subject to the policies, terms, and review processes of those platforms. Affinidi reserves the right to modify, suspend, or remove features or the Mobile Application itself to comply with applicable platform requirements or legal obligations. Availability and functionality may vary by region, device, or platform policy.

16.6. Technical Support

We offer support services ("**Support**") for the implementation and use of our Services to the extent this has been made part of these Terms. Unless otherwise agreed, our Support is limited to basic support in terms of Q&A lists that we provide in the Affinidi Portal.

16.7. Notices

Any notice to us can be sent to the address mentioned above or via email at [support@affinidi.com](mailto:support@affinidi.com). We may be unable to communicate with Users individually and will be regularly updating the Website. Users are responsible to remain up to date with any notices or revisions.

16.8. Grievance Redressal

In case of any grievance, you can contact us [here](#). We will try to get back to you as soon as possible.