

# General Terms and Conditions of TrustNXT GmbH

Version 1.0

Status: 01.09.2024

## Scope of application, amendments

1. TrustNXT develops Digital Trust software and content and makes this content available to everyone in programmatic form via mobile devices.
2. These General Terms and Conditions (hereinafter "GTC") of TrustNXT GmbH (hereinafter "TrustNXT") apply to all services provided by TrustNXT. This includes, among other things, the free use of the Origo App ("Freemium"). They also apply to any subsequent extended free use of the Origo app and all future TrustNXT products developed and also to any paid use of the Origo app and all future TrustNXT products developed.
3. TrustNXT provides all services exclusively on the basis of these GTC. These T&Cs apply exclusively to all business relationships between TrustNXT and the user (hereinafter referred to as the "User"), even if use is made from a location outside the borders of the Federal Republic of Germany. Deviating terms and conditions of the User shall not be accepted. The current version of these T&Cs is available on the TrustNXT website and can be downloaded and saved as a PDF.
4. If TrustNXT processes personal data for you as a processor in accordance with Art. 28 GDPR (General Data Protection Regulation), an agreement on commissioned data processing shall apply in addition to these GTC. You can view the agreement on commissioned data processing at the following link:  
<https://origo.global/en/privacy-policy>
5. TrustNXT may amend these GTC with reasonable notice, taking into account the legitimate interests of the Customer. If the Customer does not object to the amendment within a period set by TrustNXT, the amendment shall be deemed to have been approved. TrustNXT shall inform the customer in the notice of change that the change will take effect if the customer does not object within the set period. This amendment option is limited to amendments that do not significantly change the relationship between the service and consideration. In particular, it is not applicable to price increases.
6. By registering, the user accepts these GTC and the agreements referred to therein. Neither registration nor use of the full scope of products and services is possible without express acceptance of these GTC.
7. TrustNXT may make special or free offers to which additional conditions or restrictions may apply. These promotions and offers cannot be transferred from one user to another.
8. The GTC, in the currently valid version dated September 1, 2024, apply until revoked.

9. If versions of these GTC have been produced in languages other than German, only the German version shall be binding.

## Services and prices

1. TrustNXT currently offers its users the following applications in various languages. The scope of the individual services can be found in the current description of the services.
2. TrustNXT provides its users with various functions via the Origo app. These include, for example, functions to protect your digital images by registering C2PA content credentials and a secure label as well as functions that enable you to check digital image content, e.g. to distinguish AI-generated content from human-generated content.
3. The scope of the provision of usage options depends on the type of usage form you choose. Users have access to account-free use and a free account. In addition to free functions, paid functions are also offered, which may include third-party services.
4. Account-free use: The Origo app is installed free of charge. The Origo app offers you various features that you can select and use for digital content.
5. Additional services after registering a free account: After your registration, which is also free of charge (free account), you can use additional features, including those from third parties. Furthermore, you have full access to news and information from the areas of trust technologies, AI, etc. as well as to the Origo blog. You can also edit large quantities of digital images more quickly and easily.
6. Only persons of unlimited legal capacity under German law who are at least 18 years old are permitted to register with the Origo App. Each user may only register once with Origo and assures with the registration that he is not yet a registered user with Origo or has deleted any previously used account. To register, the user must provide the data in the Origo registration form completely and correctly, unless this data is marked as voluntary. Registration is only possible with the real name, i.e. not with fantasy names or pseudonyms. After successful registration, the user can log in to the Origo app by entering their email address and the chosen password. TrustNXT reserves the right to reject users without giving reasons. In this case, the transmitted data will be deleted immediately. As an optional service, TrustNXT may also provide the option of integrating and enabling registration via Facebook Connect, Google or Apple. In this case, TrustNXT is also free to send the declaration of acceptance via the electronic means of communication provided on these platforms.
7. For chargeable functions, the prices stated in the app at the time of booking for the individual chargeable functions apply.
8. TrustNXT initially offers applications for Apple iPhones and in future for Android and other smartphones worldwide. The above applications can currently only be used on Apple smartphones.
9. The mobile applications are only available on smartphones. Further terms and conditions of use and general terms and conditions apply to the user on the part of the smartphone provider. In particular, the Apple iTunes and App Store terms and conditions apply.

10. When transferring data from the smartphone to the TrustNXT.com platform, any costs may be incurred by the mobile phone provider. These are to be borne by the user.
11. In particular, TrustNXT accepts no liability and provides no guarantee for the quality of the third-party websites and apps linked to the Origo App. In particular, TrustNXT accepts no liability and provides no guarantee that the information and data provided by the third-party websites and apps linked to the Origo App are correct. The User acknowledges that TrustNXT cannot influence the respective offers of third parties. Responsibility for the quality and pricing of a function lies solely with the respective third party who is the provider of the product in question.
12. All TrustNXT intellectual property rights, in particular our trade names (company and Origo app), logos, domain names and other TrustNXT features are the sole property of TrustNXT. Users are not granted any right to use TrustNXT's trademarks, our trade names, logos, domain names or other TrustNXT and Origo brand features, whether for commercial or non-commercial purposes.
13. In the event of defects, the statutory warranty regulations shall apply.

## Misuse

1. The user must protect his registration data and payment data from unauthorized access by third parties, misuse or fraudulent use. The user must immediately report any unauthorized, improper or fraudulent use of his account, as well as any suspicion that his account could be exposed to such a risk, by email to [info@trustnxt.com](mailto:info@trustnxt.com).
2. TrustNXT will not refund any amounts paid by the User to TrustNXT as a result of unauthorized access to their User Account before the User has reported the unauthorized access, misuse or fraudulent use. This does not affect the reimbursement of payments made by the User to TrustNXT after revocation.
3. TrustNXT has the right to close the account of any registered user in the event of misuse or fraudulent use of the account

## Payment

1. Payment must be made in advance for the use of chargeable functions. As soon as the user has made the selected payment, the use of the corresponding chargeable function is enabled.
2. Payment is made by means of the Apple payment system . If a fee cannot be collected from a bank account specified by the user for reasons for which the user is responsible, e.g. due to insufficient funds in the account, the user shall bear all costs incurred as a result, in particular bank charges in connection with the return of direct debits or comparable charges.
3. The fees for the use of chargeable functions offered on the Origo platform are due for payment immediately upon invoicing. TrustNXT may send invoices and payment reminders to users by email.

## Copyrights, licenses, retention of title

TrustNXT grants the customer a non-exclusive right to use the programs, applications, scripts and apps provided for the duration of the associated contractual relationship. It is not permitted to grant rights of use to third parties. In particular, a sale is therefore not permitted.

The customer shall not continue to use and delete copies of the software provided after termination of the contractual relationship. This provision does not apply to open source software; only the associated license conditions apply.

## Obligations of the customer

1. Every user of the Origo app and other TrustNXT software products undertakes to
  - to provide his registration data truthfully and to keep it up to date and complete, and not to pass it on to third parties;
  - only store, publish, transmit and distribute content, e.g. photos, images, texts, illustrations or videos, which the user is authorized to pass on, i.e. either the user has the exclusive rights of use or, if the user is not the owner of the rights to the content posted by him, he assures TrustNXT that he has effectively obtained all necessary rights, licenses, consents or the like.
  - This also applies to copyrighted content such as company names and trademarks. The responsibility for this content lies with the user;
  - not to store, publish, transmit or disseminate any racist, offensive, discriminatory, defamatory, sexual, violence-glorifying or other illegal content;
  - not to send chain letters or messages, e.g. mass mails or spam, to several people at the same time;
  - not to use any technical or electronic means to interfere with the TrustNXT and Origo network, in particular hacking attempts, brute force attacks, the introduction of viruses/worms/Trojans and other attempts to disrupt TrustNXT's software and hardware;
  - not to copy, distribute or transmit accessible data without the express consent of the respective rights holder or to read such data using technical aids such as crawlers or bots;
  - to immediately report any violations of the above-mentioned obligations by e-mail to [info@trustnxt.com](mailto:info@trustnxt.com);
  - to handle personal data with care and not to pass it on to third parties and
  - regularly back up important personal data yourself externally, e.g. on storage media, hard disk or similar.
2. The customer shall conclude an agreement with TrustNXT for commissioned processing in accordance with Art. 28 GDPR as soon as TrustNXT processes personal data on its behalf.

## Sanctions

1. In order to ensure the proper and reputable provision of the Services, TrustNXT shall implement the following sanctions in the event of breaches of obligations by the User:

- Warning;
  - Delete content;
  - Temporary blocking of the user;
  - Exclusion (final ban).
2. The choice of sanction depends on the intention, severity and nature of the offense, taking into account the interests of both parties.
  3. In the event of exclusion from the TrustNXT and Origo network in accordance with this section and in the event of sanctions for breaches of obligations by the User, the User may not register again.

## Content

1. TrustNXT allows its registered users to use the portfolio of products and services offered in accordance with the statutory provisions and the provisions of these GTC in order to upload, store, publish, distribute, transmit and share content with other users.
2. TrustNXT is entitled to store content and pass it on to third parties insofar as this is required by law or is necessary and legally permissible at its discretion in order to
  - to comply with legal provisions or judicial or official orders;
  - to ensure compliance with these GTC;
  - to react to the assertion of an infringement of rights by third parties; or
  - protect the rights, property or personal safety of TrustNXT, its users or the public.
3. TrustNXT does not claim ownership of created content and will not exercise any supervisory function over content created by users.
4. TrustNXT reserves the right to delete content created by users without giving reasons.

## Data protection

1. Personal data of the customer shall only be collected, processed or used if the customer has consented to this or if the Federal Data Protection Act (BDSG) or another legal provision orders and permits this.
2. The separate data protection agreement is the subject of these GTC. It must be observed and accepted separately by the user.

## Liability/warranty and exclusion of warranty

1. TrustNXT shall be liable for any negligence in the event of a breach of material contractual obligations (cardinal obligations), in the event of personal injury and for damages in accordance with the Product Liability Act.

2. In cases of breach of cardinal obligations, however, TrustNXT's liability shall be limited to the amount of damages foreseeable at the time of conclusion of the contract and typical for the contract. Cardinal obligations are obligations that make the proper execution of the contract possible in the first place and on the fulfillment of which the User may regularly rely.
3. Otherwise, TrustNXT's pre-contractual, contractual and non-contractual liability shall be limited to intent and gross negligence, whereby the limitations of liability shall also apply in the event of fault on the part of TrustNXT's vicarious agents.
4. TrustNXT accepts no liability for the services of third-party providers. This applies in particular to external links, banners or other information and advertising offers that may be placed for the User.

## Exemption from liability

1. The User shall indemnify TrustNXT against all claims made by third parties against TrustNXT due to an infringement of their rights by the content posted by the User within the TrustNXT and/or Origo network and/or by the User's other use of the applications available via the TrustNXT and/or Origo network.
2. If the User is responsible for the infringement, the User shall bear the costs of TrustNXT's necessary legal defense, including all court and legal fees at the statutory rate.
3. In the event of a claim by a third party, the User is obliged to provide TrustNXT immediately, truthfully and completely with all information available to them that is necessary for an examination of the claims and a defense. Any further claims for damages by TrustNXT against the User shall remain unaffected.

## Offsetting

The User may only offset undisputed or legally established claims against TrustNXT.

## Amendments to the GTC

1. TrustNXT reserves the right to amend these GTC at any time if this is necessary for valid reasons, in particular due to a change in the legal situation or supreme court rulings, technical changes or further developments, new organizational requirements of mass traffic, regulatory gaps in the GTC, changes in market conditions or economic efficiency or other equivalent reasons and does not unreasonably disadvantage the User.
2. Amendments to these GTC shall be notified to the User in writing or by email at least six weeks before they come into effect. The amendments shall take effect if the user does not object in writing or by e-mail within this six-week period and TrustNXT has informed the customer of this legal consequence in the notification of amendment.
3. In the case of services provided free of charge, TrustNXT shall be entitled to amend or cancel the GTC or replace them with other GTC at any time.
4. If the user objects to the change, he will be excluded from use if he is a user of the freemium version.

## Revocation instruction

If you are a consumer (defined as a natural person who concludes the legal transaction for purposes that can predominantly be attributed neither to your commercial nor your self-employed professional activity), you have a statutory right of withdrawal when concluding a distance contract, about which TrustNXT informs you below in accordance with the statutory model. Please note that in the case of an in-app purchase, you have a right of withdrawal within the respective app store, e.g. [Apple App Store](#), [Google Play Store](#). A sample withdrawal form can be found in section 5.

- START OF REVOCATION INSTRUCTION -

### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must send us

TrustNXT GmbH

Bahrenfelder Chaussee 49a

22761 Hamburg

Germany

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

### Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

If you have requested that the services should begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

- END OF THE REVOCATION INSTRUCTION -

TrustNXT provides the following information about the model withdrawal form in accordance with the statutory provisions:

Sample withdrawal form

(If you wish to cancel the contract, please fill out this form and send it back to us).

To:

TrustNXT GmbH

Bahrenfelder Chaussee 49a

22761 Hamburg

Germany

E-mail: [info@trustnxt.com](mailto:info@trustnxt.com)

- I (\*) hereby revoke the contract concluded by me (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

- Ordered on (\*)/received on (\*)

- Name of the consumer

- Address of the consumer

- Signature of the consumer (only for notification on paper)

- Date

(\*) Delete as appropriate.

### Termination of use / exclusion of use

1. The User is entitled to properly terminate the use of TrustNXT at any time under their account settings ("My profile"). The termination of use must be confirmed once by the User.



2. Furthermore, TrustNXT reserves the right to exclude the User from the TrustNXT Service for good cause, e.g. in the event of gross breaches of User obligations.
3. Upon termination of use, in the event of exclusion or revocation, all personal data provided by the user during registration shall be deactivated. At the user's request, all personal data relating to the user will be permanently deleted.

## Other provisions

1. Should individual provisions of these GTC be or become invalid, the remaining terms and conditions shall remain unaffected.
2. All legal relationships between the contracting parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.
3. The exclusive place of jurisdiction for legal disputes with merchants, legal entities under public law or special funds under public law arising from contracts subject to these GTC is Hamburg, Germany.
4. The place of performance is Hamburg, Germany.