

Velocity Network Foundation Organizational User Agreement

READ CAREFULLY THIS ORGANIZATIONAL USER AGREEMENT (THE “**AGREEMENT**”) BEFORE INITIATING ANY TRANSACTIONS AND/OR ACCESSING OR INTERACTING WITH THE VELOCITY NETWORK IN ANY MANNER.

By initiating Transactions, accessing or otherwise using the Velocity Network in any manner (such date being the “**Effective Date**” of this Agreement), you are accepting and agreeing to be bound by this Agreement and representing that you are a legal entity in good standing in the jurisdiction where you are registered and that you have full right, power, and authority to enter into and perform the terms hereunder. If you are initiating Transactions for or on behalf of an entity, including but not limited to initiating Transactions within the scope of your employment, you represent that you have legal authority to bind that entity. References to “**Organizational User**”, “**User**” or “**You**” in this Agreement pertain to the entity entering into this Agreement by its authorized representative(s), whether on behalf of itself and/or, where applicable, such entity’s Affiliates (as defined below), with the Foundation (as defined below).

This Agreement is made between the Organizational User and Velocity Network Foundation, a Delaware nonprofit nonstock corporation (“**Foundation**”, and collectively with You, the “**Parties**,” or each individually, a “**Party**”), and notwithstanding anything to the contrary in any other document, agreement or arrangement between You and the Foundation or any third party or anyone on either’s behalf, the terms of this Agreement shall govern the subject matter hereof. Transactions are provided AS IS, and Organizational User assumes all responsibility for Organizational User’s access, use and/or reliance on the results of its use of the Velocity Network.

The Foundation has sole discretion to amend or publish revised and/or new versions of this Agreement from time to time and will either provide generally available notice, or otherwise notify you directly of such changes or modifications. Changes to this Agreement shall become effective as of thirty (30) days after such notification. The continued access of the Velocity Network and use of any of the services provided through it by Organizational User will constitute binding acceptance of this Agreement as revised.

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1) **Definitions**

- a. **Affiliates** - with respect to Organizational User, means those entities or businesses that are, directly or indirectly, by ownership, contract, or otherwise, controlled by, controlling, or under common control with the Organizational User, as of the Effective Date or at any time thereafter during the Term.
- b. **CAO (Credential Agent Operator)** - an organization running a Credential Agent.
- c. **Change in Control Event** - any of the following events: (i) an acquisition of the User by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation), (ii) the acquisition of ownership or power to vote more than 50% of the voting stock of User by any one or more affiliated entities in one or more related transactions, (iii) the acquisition of ability to elect more than 50% of the directors, (iv) a sale of all or substantially all of the assets of the User.
- d. **Credential** – describes a person’s qualification, achievement, personal quality, or aspect of their background.
- e. **Credential Agent** - a software program or process approved or provided by the Foundation to communicate with the Velocity Network’s distributed ledger and Credential Wallets.

- f. **Credential Wallet** - an application used by Holders to receive, store, share and manage their Verifiable Credentials.
- g. **Data Protection Laws** - means the GDPR and/or any other data protection and privacy laws, regulations, and regulatory requirements applicable to a Party under this Agreement. In this Agreement, any reference to applicable laws or regulations, includes, but is not limited to, Data Protection Laws, even where not specifically mentioned.
- h. **Disclosure Request** – request made by Inspector to the Holder to disclose one or more Verifiable Credentials. A Disclosure Request must be presented prior to each Inspection and include the purpose of such Inspection (“**Inspection Purpose**”) and the duration for which the Verifiable Credentials will be stored.
- i. **GDPR**- means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.
- j. **Holder** - an individual who is the subject of the Verifiable Credential.
- k. **IDSP** – an Identity Service Provider; an Issuer of Verifiable Credentials that attest to the identity, or piece of information relating to the identity, of a Holder.
- l. **Impermissible Personal Data** – Personal Information that 1) relates to individuals under the age of 13; and/or 2) in accordance with applicable laws and regulations, with respect to a Holder and/or a Transaction, the Organizational User is not permitted to request, store and/or process.
- m. **Inspector/Inspect** – an organization that, or the process by which it, receives a Verifiable Credential from a Holder through a direct, peer to peer, connection.
- n. **Issuer/Issue** – an organization that, or the process by which an organization, asserts the Credential information about a Holder to whom a Verifiable Credential is Issued and such Verifiable Credential is shared with such Holder through a direct, peer to peer, connection and the Verifiable Credential’s metadata is written to the Velocity Network distributed ledger.
- o. **Notary** - an organization that was authorized by the Foundation to assert the Credential information about an individual to whom a Verifiable Credential is issued, that would have typically been asserted by a 3rd party organization.
- p. **Personal Information** - means information that relates, directly or indirectly, to an individual, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the data subject.
- q. **Steward** – an organization that runs a single node of the distributed ledger of the Velocity Network.
- r. **Transaction** – Inspecting and/or Issuing and/or Verifying.
- s. **Organizational User**– Inspector and/or Issuer.
- t. **Verifiable Credential** – with respect to a particular Credential, a digital container of such Credential making it verifiable through the use of the Velocity Network.
- u. **Verifying**- a process in which by reading from the Velocity Network distributed ledger, an Inspector who received a Verifiable Credential through Inspection, confirms that such Verifiable Credential was Issued to the Holder by a trusted authority, has not been tampered with or counterfeited, and hasn't been revoked.
- v. **Velocity Coupons** or **Coupons** – Velocity Coupons are paid to the Foundation to Verify a Verifiable Credential, as further provided in the applicable Policies.
- w. **Velocity Credits** or **Credits** – Velocity Credits can be purchased or earned, as further provided in the applicable Policies, and exchanged for a Velocity Coupon.
- x. **Velocity Network** – the distributed ledger that is being run by the Stewards, the Credential Agents, Credential Wallets and all other components, applications and communications protocols

used by them to allow Issuing, Inspecting and managing Verifiable Credentials.

2) Initiating Transactions on the Velocity Network

- a. The Foundation hereby grants You, for the term of this Agreement, a limited, non-exclusive, non-transferable (except as provided for herein), non-assignable (except as provided for herein), non-sublicensable, revocable permission to initiate Transactions on the Velocity Network; provided that You remain in compliance with all of Your obligations under this Agreement.
- b. User represents and warrants that User owns all right, title and interest in and to all names, trade names, brand names, trademarks, service marks, slogans, designs, logos and similar items or rights (the "User's Marks") used by User to initiate Transactions on the Velocity Networks.
- c. User may be: 1) awarded Velocity Credits for Issuing, provided such Issuing is done according to the terms of this Agreement, 2) charged Velocity Coupons for Verifying, in amounts, at times and in the manner set forth in the then current and posted relevant Policies.
- d. The Foundation shall cause all Velocity Network Issuers and Inspectors to execute (including by electronic means) an Organizational User Agreement with terms substantially similar to this Agreement, as may be amended from time to time.

3) User Obligations

- a. As an Issuer and/or Inspector on the Velocity Network, User shall:
 - i. Initiate Transactions, 1) at its sole expense, and 2) in compliance with (i) any policies, guidelines and/or requirements (collectively, the "**Policies**") set by the Board of Directors of the Foundation (the "**Board**") or any committees thereof, and (ii) all applicable laws and regulations, including, but not limited to, Data Protection Laws.
 - ii. Provide, and maintain up to date, its corporate information in the Foundation records. The Foundation shall list the required information on its website.
 - iii. NOT Issue or Inspect any Verifiable Credential without prior written explicit consent of the Holder (which can be obtained through electronic means).
 - iv. Only initiate Transactions: 1) through a Credential Agent operated by You, subject to: A) the Foundation's approval, and B) Your execution of a Credential Agent Operator Agreement, and only while such agreement is in effect, or 2) through a CAO who has signed a Credential Agent Operator Agreement, and such agreement is in effect.
 - v. Only: 1) collect and process the minimum Personal Information, and 2) store Personal Information for the minimal period, that are needed to achieve the purpose for which You have requested it.
 - vi. Maintain and process Holder's Personal Information and/or Verifiable Credentials with at least the same degree of care, confidentiality and security as User uses in maintaining other Personal Information stored or processed on User's systems, and with no less than industry standards.
 - vii. Develop, maintain and enforce a process or policy for resolving inquiries, requests and/or complaints made by Holders. Such process or policy must address resolving requests for deletion of personal information and the exercise of all other applicable Holders' legal rights.
 - viii. Develop and maintain such policies that are adequately needed to ensure the protection of any Personal Information held or processed by User. Appendix A includes a minimal, not exhaustive list of the policies that User must develop and maintain. Appendix A may be updated from time to time.
 - ix. Obtain all necessary consents, rights and permissions, and provide all necessary notices, as required by any and all applicable laws or regulations, prior to Inspecting and/or Issuing (the "**Required Notices and Consents**"). It is User's sole responsibility to ensure the Required Notices and Consents and any other notices, policies and/or terms presented to the Holder comply with all applicable laws and regulations in content and form. Appendix A includes a minimal, not exhaustive list of such Required Notices and

Consents that a User must provide and it may be updated from time to time.

- x. Promptly, and within no longer than 48 hours (or if a Policy requires a different notice period, as stated in such Policy), notify the Foundation in writing of any: 1) security breach, “hacking” or other unauthorized access jeopardizing the integrity of Transactions, 2) destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed by Organizational User in connection with its participation in the Velocity Network, and 3) communications from a third party (other than by individuals with respect to data held or provided by You and/or for the exercise of their rights under privacy or employment laws, such as the right for deletion or corrections of errors in Organizational User’s records), regarding the Foundation or the Organizational User’s participation in the Velocity Network.
 - xi. NOT, and shall not permit others to, Repurpose any Verifiable Credential. In this Agreement, “Repurpose” means using any Verifiable Credential obtained by an Inspection, not for the Inspection Purpose. It is clarified that it is also considered Repurposing to use the same Verifiable Credential in respect to the same Holder, but at a different time or for a different purpose than the original Transaction.
- b. If an Issuer, User shall also:
- i. Develop, maintain and enforce a process or policy for rectifying errors in Verifiable Credentials and addressing requests from, or with respect to, Holders in this regard.
 - ii. Except as set forth in Section 3(b)(iii) below, ONLY Issue Verifiable Credentials, that given their content or nature, You have inherited authority to Issue them to Holder. Such Verifiable Credentials shall be, to the best of its knowledge, accurate and complete. By Issuing a Verifiable Credential You confirm that you have fulfilled this obligation.
 - iii. Subject to an explicit approval by the Foundation, Issuer may act as a Notary. A Notary shall:
 - A. Clearly mark such Verifiable Credential as being Issued by such Notary.
 - B. ONLY Issue Verifiable Credentials that, based on Notary’s diligent investigation or other satisfying assurances, Notary confirms are accurate and complete.
 - C. NOT Issue (or act for the purpose of Issuing) any Verifiable Credentials, that infringe any rights of third parties and/or violate any applicable laws or regulations.

By acting as a Notary You confirm that You have complied with these requirements and all applicable laws, and that You are responsible for the Issuance, any information furnished or presented to the Holder in connection with such Issuance, and for the Verifiable Credentials Issued by You.
 - iv. NOT include any Impermissible Personal Data in any Issued Verifiable Credential.
 - v. If Issuer is an IDSP, Issuer shall verify and supply Verifiable Credentials to Holders: (i) using its reasonable skill and care; (ii) in accordance with any applicable law; and (iii) to an industry recognized standard. If the Foundation shall require accreditation or certification from IDSPs, User warrants it shall be in compliance with such accreditation or certification at the time of issuance of any Verifiable Credential.
 - vi.
- c. If an Inspector, User shall also:
- i. NOT Inspect, allow or attempt to Inspect, any Verifiable Credential in a manner or for a purpose that violates any applicable laws and regulations.
 - ii. Prior to an Inspection, make a Disclosure Request with respect to such Inspection.
 - iii. Only: 1) collect and process the minimum Verifiable Credentials, and 2) store Verifiable

Credentials for the minimal period, that are needed to achieve the Inspection Purpose, and in no event for longer than the term stated in the Disclosure Request, unless a longer term is required by applicable law. You must delete the Verifiable Credentials prior to the expiration of the term stated in the Disclosure Request, or if required by applicable law to hold the Verifiable Credentials for a longer or shorter time period, at the expiration of such period.

- iv. If Inspecting on behalf of another (an “**Inspection Requestor**”), User shall:
 - A. enter into any and all agreements, receive all consents, and conduct all checks with respect to Inspection Requestor prior to an Inspection as required by applicable laws, only Inspect on behalf of Inspection Requestors You are permitted to Inspect on their behalf, receive all rights to use Inspection Requestor’s name, and other information from such Inspection Requestor, and perform any and all other actions required to comply with all applicable laws;
 - B. clearly note that the Inspection is on behalf of an Inspection Requestor, identify such Inspection Requestor, receive specific consent from Holder for such Inspection and provide any and all other notices and receive any and all other consents required under applicable laws and regulations for such Inspection; and
 - C. furnish data included in the Verifiable Credential and/or related to the Inspection to Inspection Requestor with any and all notices, disclaimers and information as required by all applicable laws.

By Inspecting on behalf of Inspection Requestor You confirm that You have complied with these requirements and all applicable laws, and that You are responsible for such Inspection, any information furnished or presented to the Holder in connection with such Inspection, and Your and Inspection Requestor’s use of the Verifiable Credentials.

- d. User expressly agrees:
 - i. That it will not initiate any Transactions that contain Impermissible Personal Data to the Velocity Network.
 - ii. That it will not 1) request, store, process or use any Personal Information, and/or 2) set conditions, terms or present content to Holder, in violation of any applicable laws, including but not limited to Data Protection Laws.
 - iii. That it is responsible for all acts and omissions of its officers, directors, employees, agents, subcontractors and third-party service providers in the course of their duties on behalf of User and shall ensure their compliance with this Agreement. To the extent that User uses subcontractors or third-party service providers to perform any of its obligations or exercise any of its rights under this Agreement, User shall enter into a written agreement with each such subcontractor or third-party service provider containing terms that are no less stringent than those set forth in this Agreement with respect to the User’s obligations.

4) **Term and Termination**

- a. This Agreement commences on the Effective Date and shall remain in force until terminated by either Party pursuant to this Section 4.
- b. Either Party may terminate this Agreement: (a) if the other Party has materially defaulted in the performance of any of its obligations under this Agreement and has not cured such default within ten (10) business days of receipt of written notice from the non-defaulting Party of such default; (b) by giving the other Party thirty (30) calendar days’ written notice (which may be by email); or

- (c) immediately in the event of any government sanctions or other legal measures that make it unlawful for User to initiate Transactions or participate in the Velocity Network.
- c. In the event of a termination of this Agreement for any reason: (A) the rights granted to the Organizational User under this Agreement automatically terminate; (B) Organizational User shall immediately cease initiating Transactions; and (C) if it is not participating in the Velocity Network in any other capacity, the Organizational User must sell all of the Velocity Credits held by it within 90 days.
 - d. In the event of any occurrence, in the Foundation's reasonable judgment, that User 1) is not satisfying its obligations under this Agreement, 2) is breaching any applicable laws and regulations or Policies, or 3) is causing imminent threat to the security, integrity, availability or reputation of the Velocity Network, the Foundation has the right to immediately: (A) suspend User's right to initiate Transactions or interact with the Velocity Network; (B) permanently or temporarily, confiscate, without compensation, any and all Velocity Credits held by User, including by making them unusable, preventing their exchange for fiat currency and/or by any other then available technical means on the Velocity Network to accomplish de-facto confiscation ; (C) cease the participation of User in the Velocity Network in any other capacity; (D) terminate this Agreement; and/or (E) pursue any and all legal remedies available to it under applicable law (options A, B, C, D and E, collectively the "**Sanctions**"), all at the sole discretion of the Foundation. User may make a detailed plea to cancel or reduce the Sanctions in accordance with applicable Policies that are set from time to time.

5) **Publications**

- a. User hereby grants to the Foundation a non-exclusive, royalty-free, worldwide license to use the User's Marks (defined above) to identify the User as a participant in the Velocity Network solely in connection with the operation of the Velocity Network. This license includes the right of the Foundation to grant sublicenses to developers or operators of Credential Wallets solely for the purpose of identifying User in a Credential Wallet. The Foundation will not obtain any right, title or interest in User's Marks by virtue of its use of the User's Marks under this Agreement and any additional goodwill associated with the User's Marks, that is created through The Foundation's use of the User's Marks, shall inure solely to the benefit of User.
- b. User grants the Foundation permission to gather, use internally for creating statistics and analytics data and/or publish aggregated and/or anonymous data on the performance and reliability of the Velocity Network.
- c. Provided User complies with applicable Policies, User may use such marks permitted in the Policies to indicate its participation in the Velocity Network. User must stop using all such marks upon the termination of this Agreement. Any and all marks used by User are owned by the Foundation. The right of use granted in this provision is a nonexclusive right and license to use the marks, as necessary in its activities relating to the Velocity Network. User may use the marks only in connection with the exercise of its rights or the performance of its obligations relating to the Velocity Network. User shall comply with any reasonable policies that the Foundation may establish with respect to the use of the marks, including but not limited to those specified in the Policies. User's use of the Foundation's marks pursuant to this Agreement will inure to the benefit of the Foundation.

6) **Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE ANY SERVICES PROVIDED ON THE VELOCITY NETWORK AND/OR BY THE FOUNDATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND THE FOUNDATION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE VELOCITY NETWORK, OR THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR DATA

OBTAINED OR DERIVED THROUGH THE USE THE VELOCITY NETWORK AND/OR THROUGH ANY TRANSACTIONS.

7) **Indemnification**

- a. To the fullest extent permitted by applicable law, User will indemnify and hold harmless the Foundation, its affiliates, and each of its respective officers, directors, agents, partners and employees (individually and collectively, the “**Foundation Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to (i) User’s access to or use of the Velocity Network in violation of this Agreement; (ii) User’s violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (iii) notice or consent forms used by the User; or (iv) User’s violation of applicable law.
- b. User agrees to promptly notify the Foundation in writing of any Claims, cooperate with the Foundation in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys’ fees). User also agrees that the Foundation will have sole control of the defense or settlement, at the Foundation’s sole option, of any Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between User and the Foundation or the other Foundation Parties.

8) **Limitation of Liability**

a. **Liability of the Foundation**

- 1) Organizational User recognizes that every business decision represents an assumption of risk and that Organizational User assumes full responsibility for determining and complying with the applicability of international, federal, state, and or local laws, ordinances, statutes, and regulations that may apply at the time, based upon Organizational User’s handling, treatment, storage, filing and other processing of the Personal Information and/or Verifiable Credentials, including cross-border transfers of data, and the scope and nature of the Personal Information itself. Currently, privacy and related protection laws are in a changing state and it is the responsibility of the Organization User to conform to those newly advancing pieces of legislation as they become effective.
- 2) The Foundation is solely the architect and administrator of the Velocity Network. In no event will the Foundation be held liable for the actions or omissions of Steward, CAOs, Organization User, other Issuers or Inspectors, Credential Wallets and any other participants in the Velocity Network.
- 3) IN NO EVENT SHALL THE FOUNDATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF ORGANIZATIONAL USER IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOUNDATION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO OR USE OF THE VELOCITY NETWORK; (III) UNAUTHORIZED ACCESS TO OR USE OF THE VELOCITY NETWORK

AND/OR ANY PERSONAL INFORMATION STORED WITH ANY PARTICIPANTS OF THE VELOCITY NETWORK; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE VELOCITY NETWORK; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE VELOCITY NETWORK OR BY ANY THIRD PARTY; (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE THROUGH THE VELOCITY NETWORK; (VII) INFORMATION PROVIDED BY ORGANIZATIONAL USERS AND/OR OTHER INSPECTORS AND ISSUERS AND/OR HOLDERS OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY PARTICIPANT OF THE VELOCITY NETWORK.

IN NO EVENT SHALL FOUNDATION'S LIABILITY UNDER THIS AGREEMENT EXCEED \$5,000 USD IN THE AGGREGATE.

b. Liability of IDSPs

- 1) Organizational User recognizes that there are sophisticated fraud techniques that can defeat industry leading verification and authentication techniques. Accordingly, IDSPs liability is limited as follows:
 - a) The maximum aggregate liability of an IDSP to each User is capped \$2,000,000 (2 million USD).
 - b) IDSPs responsibilities for breaches of confidentiality obligations or its data protection is capped at a total amount of \$5,000,000 (5 million USD) (a "super cap").

9) Governing Law and Forum

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts located in New York County, New York to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms.

10) Miscellaneous

- a. **Notice.** Any notice or communication required or permitted by the provisions of this Agreement shall be in writing and delivered, within the specified timeframe of this Agreement, via mail, or email where allowed, to the respective Party to whom it is directed.
- b. **Assignment.** Organizational User may only assign this Agreement in connection with a Change in Control Event and must notify the Foundation of such assignment within 48 hours.
- c. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- d. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. You will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the Foundation, nor to represent the Foundation as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. You shall not make any proposals, promises, warranties, guarantees, or representations on behalf of the Foundation or in the Foundation's name with respect to the subject matter hereof without the Foundation's explicit written consent. If Organizational User is a member of the Foundation, this paragraph

shall not apply to the relationship of the Foundation and Organizational User in such capacity.

- e. **Waiver.** No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the Foundation. The failure of the Foundation to enforce any rights granted hereunder or to take action against User in the event of any breach hereunder shall not be deemed a waiver by Foundation as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- f. **Survival.** Any terms that by their nature survive termination or expiration of this Agreement shall survive.

Appendix A – Consents, Notices, Policies and Terms

Organizational User Policies

Organizational User must develop, maintain and enforce the following policies in a manner that is appropriate for its size and activity and that is no less than what is customary in its industry:

- Privacy policy
- Security policy
- Incident management policy
- Code of conduct

Required Notices and Consents

Organizational User must ensure that at least the following notices are provided to Holder and consents are received from Holder, and that content and form are compliant with all applicable rules and regulations:

Event	Notice	Consent
Sharing Verifiable Credential with Issuer	Make a Disclosure Request. Organizational User’s T&C and privacy policy describing at least how the Verifiable Credentials will be stored, used and processed and how Holder can contact the Organizational User. If User is Notary, information as provided in Section 3(b), as applicable, should also be provided.	Consent to policy and T&C must be received and tracked in Credential Agent
		Consent to share a Verifiable Credential must be received and tracked in Credential Agent
Sharing Verifiable Credential with Inspector	Make a Disclosure Request. If User is acting on behalf an Inspection Requestor, information as provided in Section 3(c) should also be provided.	Consent to Disclosure Request must be received and tracked in Credential Agent
	Organizational User’s T&C and privacy policy describing at least how the Verifiable Credentials will be stored, used and processed and how Holder can contact the Organizational User	Consent to policy and T&C must be received and tracked in Credential Agent
Verifiable Credentials are offered to Holder	Offer must include contact information for User and a clarification that Holder should approach User with any	Consent to offer and which Verifiable Credentials are accepted should be tracked in Credential Agent

	questions relating to the Verifiable Credentials offered. If User is a Notary, information as provided in Section 3(b) should also be provided. The T&C of the Issuer will include at least information regarding how Issuer revokes Verifiable Credentials.	
Establish ongoing connection with Organizational User	Suggestion to establish an ongoing connection must include T&C, at least describing which actions Organizational User might use such connection for.	Consent must be received and tracked in Credential Agent
Stop ongoing connection with Organizational User	Suggestion to stop an ongoing connection must include T&C, at least describing which actions Organizational User will no longer be able to provide.	Holder request must be tracked in Credential Agent