

PXL Vision General Terms of Use

Introduction

PXL Vision AG (hereinafter referred to as 'PXL', 'we' or "us") provides you with the PXL Ident WebApp (hereinafter referred to as 'WebApp'), a portal solution for use on your compatible end device, via which you can scan your officially issued identity document (e.g. passport, identity card, foreigner's identity card, etc.). The WebApp then compares the scanned data with a selfie created via the WebApp and, if successful, generates a digital proof of identity for use by the transaction partner who has asked you to identify yourself. PXL also offers electronic signing of documents, if you wish.

Services related to the creation of QES and in connection with trust service providers (QTSP) include a component certified by a conformity assessment body in accordance with the eIDAS Regulation, Swiss ZertES Act and ETSI Standard TS 119 461 for the identification of users, issued by KPMG Liechtenstein (eIDAS) and KPMG Switzerland (ZertES). The QTSP issues the requested certificates or QES based on the information provided by PXL Vision.

For verification by the transaction partner, the data collected is transmitted to the transaction partners involved after completion of the identification or signing process, who store it in accordance with their data protection regulations.

The intended use of the web app and the identification or signing process is free of charge for you. Please note that costs may arise from using your internet connection, depending on your mobile phone provider's data plan. A QTSP may also charge fees for providing trust services when using certified services.

When using the WebApp on a cell phone, mobile data connections may occur, the billing or volume billing of which depends on the data tariff of your network operator.

1. Conditions of use

The prerequisite for using the identification, verification or signing functionality of the WebApp is the provision of a transaction code or a link or QR code by a transaction partner.

The WebApp is not linked to the creation of a permanent user account with PXL, verification is only carried out once for the assigned transaction code. If you identify yourself again for another service via the WebApp, you will have to go through the scanning and verification process again.

A prerequisite for using certified services is that you have a device that is suitable for use within the scope of the service description and is technically secure. PXL Vision accepts no liability for technical problems relating to the device or for insufficient security configuration of the device (e.g. due to rooting). PXL Vision provides its services without knowledge of the service you have requested as part of the certificate creation process (e.g. at your bank or a contractual partner where you want to sign a document). PXL Vision also accepts no liability for these third-party services. The separate terms of use of such third-party providers and the trust service provider apply. Third-party providers or the trust service provider may impose further restrictions on the usability of their services, e.g. the requirement of certain identification documents or a specific place of residence. If you are resident outside the European Economic Area, please inform yourself in particular about the data protection requirements that apply in your country for the use of the service. PXL Vision does not guarantee compliance with the regulations of countries outside the EEA and reserves the right to restrict the use of its services to certain identity documents or persons residing outside the EEA.

2. Procedures for identification within the framework of certified services

Identification for certified services is carried out in accordance with the requirements for the legally required 'high' level of security for trust services. The process and functions of PXL Vision's service provision are described in detail in the PXL Identity Proofing Service Practice Statement (IPSPS), which is available for download on our website at www.pxl-vision.com/en/ipsps. Identification may require manual verification, which may lead to delays in identity confirmation outside normal business hours.

3. Your rights and obligations

You are obliged to provide all required data and documents in an unaltered and truthful form and to follow the instructions in the process. The device used must be technically suitable and a stable Internet connection is required. You are responsible for the technical security of your device, this includes in particular protection against malicious software (viruses, malware, etc.) and protection against access by third parties.

4. Exclusion of warranty

The use of the WebApp for identity verification is at the user's own risk; successful use of the app to initiate a Transaction initiated via the app is also not guaranteed. Compatibility with the operating systems and end devices used by users is not guaranteed at any time.

5. Liability of PXL

PXL is only liable for damages caused by intentional or grossly negligent behavior of PXL, its legal representatives or vicarious agents. Any other liability, unless excluded by law, is limited to the foreseeable and verifiable damage typical for the contract. Any further liability, including for indirect damages, consequential damages and loss of profit, is excluded.

6. Data protection

a) General

PXL is committed to protecting your privacy. Our goal is to make the use of our Products and Services as user-friendly, reliable and secure as possible while protecting your personal information as described in PXL's Privacy Policy ("Privacy Policy").

b) Use of data in certified services

PXL Vision uses the collected data in accordance with the data protection provisions available for download on the PXL Vision website at www.pxl-vision.com/en/PrivacyPolicy-PID to perform the identification service in connection with QTSP services as the responsible processing entity. Furthermore, PXL Vision reserves the right to use the collected data to improve the identification processes by means of artificial intelligence. In the case of data processing in the context of computer vision, the data is processed in such a way that it cannot be traced back by proportionate means after the analysis processes have been completed and thus meets the legal standards of anonymization. The data collected is stored on servers in Switzerland or the European Union with your consent or on the basis of a legitimate interest in accordance with Art. 6 FADP and Art. 6 para. 1 a) and f) GDPR. You can object to data processing to improve identification processes at any time by e-mail or post.

c) Data transfer for certified services

Once the identification process has been completed, PXL Vision

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will transfer your data to the QTSP and/or signature service provider, which will be disclosed to you when you use the service, for the purpose of providing trust services (certificate creation or QES).

d) Data security

PXL Vision implements appropriate technical and organizational measures to ensure the confidentiality, availability and integrity of the infrastructure and data under its control. Information security is certified in accordance with ISO 27001.

e) Rights in case of misuse

PXL Vision reserves the right to exclude users from using the service or to terminate the use of the service if users violate these Terms of Use or if PXL Vision has a reasonable suspicion that misuse is taking place or that the security of the service provision or data integrity is or could be jeopardized.

7. Other provisions

This agreement shall be governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention). PXL is entitled to transfer its rights and obligations under the contract in whole or in part to third parties if this does not impair or jeopardize the performance of the contract and does not conflict with any overriding legitimate interests of the user.

These Terms of Use apply in the version current at the time of the respective use of the WebApp.

Should individual provisions of this agreement be or become invalid, they shall be replaced by a provision that comes closest to the economic purpose of the invalid provision. This shall not affect the validity of the remaining provisions.

8. Contact to PXL

Email: info@pxl-vision.com or support@pxl-vision.com

Address: PXL Vision AG, Rautistrasse 33, CH-8047 Zurich, Switzerland

Contact form: <https://pxl-vision.com/contactus/>

PXL Vision AG, July 2025