

LEGITAM P.S.A.
END-USER LICENSE AGREEMENT (EULA)
for the Legitam Mobile Application (Android and iOS)

Licensor: Legitam Prosta Spółka Akcyjna (a Polish simple joint-stock company, “Legitam P.S.A.”), with its registered office at ul. Weselna 5, 46-300 Świercze, Poland.

Software: Legitam Mobile Application (iOS / Android).

Document version: 2.0 / 2026

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Language Versions and Interpretation

These documents are provided in English, Italian, French, Polish, and German for your convenience.

For Consumers: In the event of any material discrepancy between the language versions, the version in the official language of your country of residence (or the language in which you concluded the agreement) shall prevail for the purpose of interpretation, ensuring that your rights under mandatory local consumer protection laws are fully preserved.

For Non-Consumers (B2B): The English version shall be the sole governing and legally binding version for the purpose of interpretation.

In all cases, nothing in this clause shall limit or exclude any mandatory rights granted to you by the applicable law of your country of residence.

IMPORTANT LEGAL NOTICE: Please read this End-User License Agreement (“EULA”, “Agreement”) carefully.

Downloading, installing, launching, or otherwise using the Legitam Mobile Application constitutes full acceptance of the terms of this Agreement. If you do not agree to the terms of this EULA, do not install or use the Application.

Relationship to other documents: This EULA governs solely the license terms for use of the Application's software. The rules for the services available through the Application (including the Account, social features, moderation, and complaints) are set out in a separate Terms of Service, available in the Application and at legal.legitim.com/terms-of-service.html. The rules for processing personal data are set out in the Privacy Policy — Mobile Application, available at legal.legitim.com/privacy-policy.html. All three documents apply jointly. Our approach to combating child sexual abuse and exploitation is set out in the Child Safety Standards (CSAE).

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- **Licensor** — Legitam P.S.A., a company established in Poland, provider of the product authenticity verification system, Digital Product Passports (DPP), and the Legitam social platform.
- **Application** — the “Legitam” mobile software dedicated to the Android and iOS operating systems, together with all its updates, components, and documentation.
- **User** — a natural person installing or using the Application on a Mobile Device, acting either as a consumer or on behalf of or for the purposes of a business (a sole trader, a legal person or another organisational unit).
- **Mobile Device** — an end device (smartphone, tablet) running the Android or iOS operating system.

- Legitam Ecosystem / Services — the set of cloud services, APIs, and Digital Product Passports to which the Application connects in order to verify items via wireless NFC/RFID tags; the rules for using these services are set out in the Terms of Service.

2. GRANT AND SCOPE OF LICENSE

2.1. The Licensor grants the User a limited, non-exclusive, non-transferable, revocable license to download, install, and use the Application solely on the User's own Mobile Device, in accordance with the Application's intended purpose and the provisions of this Agreement.

2.2. This license does not constitute a sale of the Application or its source code. All rights, titles, and interests relating to the Application (including copyrights, trademarks, trade secrets, and patents), including in particular the ranking algorithms and mechanisms and the cryptographic product-authenticity verification mechanisms, remain the exclusive property of the Licensor.

2.3. Third-party trademarks and materials. The Application may display names, trademarks, logos, and photographic or video materials belonging to third parties (in particular manufacturers and fashion brands, and other goods subject to authenticity verification). Such materials remain the exclusive property of the relevant third parties. The Licensor uses them solely for informational and identification purposes necessary for the proper operation of the product-authenticity verification feature, on the basis of the relevant third parties' consent or within the scope of lawful referential use of trademarks affixed to genuine goods originally placed on the market by those third parties. Use of such materials does not imply any affiliation, sponsorship, or endorsement by the trademark owner, unless expressly stated otherwise. Any party who believes its intellectual property rights have been infringed in connection with the display of such materials in the Application may report this to safety@legit.am.

3. TECHNICAL REQUIREMENTS

3.1. Use of the Application requires a Mobile Device running iOS 14 or later, or Android 9 or later, an active Internet connection, and installation of the current version of the Application.

3.2. Scanning features require a Mobile Device equipped with an NFC module. The Licensor notes that the extent of technical support for particular NFC reading modes may vary depending on the device model and operating-system version (in particular, automatic background NFC tag reading without opening the Application is available only on selected, newer iPhone models).

3.3. The Licensor reserves the right to change the minimum technical requirements, in particular in connection with the development of the Application, the need to ensure security, or the discontinuation of support for given operating-system versions by Apple or Google.

4. RESTRICTIONS ON USE

The User undertakes that it will not, directly or indirectly:

- modify, translate, adapt, create derivative works from, decompile, disassemble, or reverse-engineer the Application or its components, except to the extent expressly permitted by mandatory applicable law;
- circumvent, modify, or break any digital protections or hardware-authentication protocols (including NFC/RFID tag verification algorithms and ranking mechanisms) used in the Application;
- use the Application to carry out any unlawful activity, to mislead as to product authenticity, or to infringe the intellectual property rights of third parties;

- rent, lease, sublicense, distribute, provide on a SaaS basis, or commercially resell the Application without the Licensor's prior written consent;
- use automated tools (bots, scrapers) to interact with the Application or with Legitam's cloud infrastructure. The rules on restricting scanning features in the event of abuse are set out in the Terms of Service.

5. SOFTWARE UPDATES

The Licensor may, at its own discretion, provide updates, bug fixes, new versions, or modifications of the Application ("Updates"). Updates may be installed automatically or may require manual acceptance by the User. This Agreement also governs any Updates provided by the Licensor, unless a given Update is accompanied by a separate license agreement.

6. PLATFORM-SPECIFIC TERMS (APPLE APP STORE AND GOOGLE PLAY)

6.1. Terms applicable to Apple iOS

- Parties to the Agreement: this EULA is concluded solely between the User and the Licensor, and not with Apple Inc. ("Apple"). Apple is not responsible for the Application or its content.
- Scope of license: the license to use the Application is limited to iOS/iPadOS devices that the User owns or controls, in accordance with the Usage Rules set out in the App Store's terms of service.
- Maintenance and support: Apple has no obligation whatsoever to furnish any maintenance or support services for the Application; any such obligations, to the extent they exist, rest solely with the Licensor.
- Warranty: to the maximum extent permitted by applicable law, Apple has no warranty obligation whatsoever with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, the User may notify Apple, and Apple will refund the purchase price of the Application to the User (if paid); otherwise, Apple has no other warranty obligation whatsoever, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Licensor.
- Product claims: the Licensor, not Apple, is responsible for addressing any claims of the User or any third party relating to the Application or the User's possession and/or use of it, including product-liability claims, any claim that the Application fails to conform to any applicable legal or regulatory requirement, and any claims arising under consumer-protection, privacy, or similar legislation.
- Intellectual property: in the event of any third-party claim that the Application infringes that third party's intellectual property rights, the Licensor, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.
- Legal compliance: the User represents that it is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that it is not listed on any U.S. Government list of prohibited or restricted parties.
- Licensor's name and address: any questions, complaints, or claims regarding the Application should be directed to Legitam P.S.A., ul. Weselna 5, 46-300 Świercze, Poland, e-mail: support@legit.am / contact@legit.am (see Section 10 of this Agreement).
- Third-party terms: when using the Application, the User must comply with any applicable third-party agreements (e.g., a wireless data-service agreement); a breach of such agreements has no effect on Apple's liability.

- Third-party beneficiary: Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon the User's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the User as a third-party beneficiary of it.

6.2. Terms applicable to Google Android

- Google LLC ("Google") is merely the provider of the Google Play store and is not a party to this Agreement and bears no responsibility for the operation of the Application or any claims relating to it.
- The rules on user-generated content and on reporting and blocking mechanisms are set out in the Terms of Service, in accordance with the requirements applicable to apps featuring user-generated content (Developer Program Policies).

7. DISCLAIMER OF WARRANTY REGARDING THE SOFTWARE

7.1. The Application is provided "AS IS" and "AS AVAILABLE," without any warranties, express or implied, as to the software itself. This provision does not exclude or limit the rights of a User who is a consumer in respect of a lack of conformity of digital content or a digital service with the contract under mandatory law (including the law implementing Directive (EU) 2019/770).

7.2. To the maximum extent permitted by applicable law, the Licensor shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of, or inability to use, the Application as software. This provision does not limit the Licensor's liability towards consumers to the extent such liability cannot be limited or excluded under mandatorily applicable law.

7.3. The rules governing the Licensor's liability in connection with the services provided through the Application (including the accuracy of authenticity verification, DPP data, and the operation of ranking mechanisms) are set out in the Terms of Service.

8. TERM AND TERMINATION OF THE LICENSE

8.1. This Agreement takes effect upon the first installation or use of the Application and remains in force until terminated.

8.2. The User may terminate this Agreement at any time by permanently deleting the Application from all of the User's Mobile Devices.

8.3. The Licensor may terminate this Agreement with immediate effect in the event of a material or persistent breach by the User of the provisions of this EULA; for Users holding an Account, the rules on informing the User of the decision and the appeal procedure set out in §7.3–7.4 of the Terms of Service apply.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. This Agreement is governed by, and shall be construed in accordance with, Polish law.

9.2. The choice of Polish law does not deprive a User who is a consumer of the protection afforded by provisions that cannot be excluded by agreement under the law of the country of the User's habitual residence, where the Licensor directs its activities to that country.

9.3. Any disputes arising out of or in connection with this Agreement shall be submitted to the competent common court, unless mandatorily applicable law (including consumer-protection law) provides otherwise.

10. LICENSOR'S CONTACT DETAILS

- Legitam P.S.A., ul. Weselna 5, 46-300 Świercze, Poland
- General contact: contact@legit.am
- Application support and reports: support@legit.am
- Website: legit.am
- Terms of Service: legal.legit.am/terms-of-service.html
- Privacy Policy — Mobile Application: legal.legit.am/privacy-policy.html
- Account deletion request: privacy.legit.am

This EULA is effective as of 28 August 2026 | Legitam P.S.A.