ADDENDUM A

NATURAL PERSONS — INDIVIDUAL ACCOUNT HOLDERS

Effective Date: 1 March 2026 | Supplement to ZealiD Trust Circle General Terms & Conditions

Scope: This Addendum A applies to all Account Holders who are natural persons (individuals) using Trust Circle in a personal capacity. It supplements and, where applicable, takes precedence over the General Terms for Individual Accounts.

A1. APPLICATION AND IDENTITY

A1.1 Personal Use

An Individual Account is created and owned by a single natural person using the ZealiD App in their personal capacity. The Account Holder is both the sole Authorised User and the individual responsible for all actions taken within the Account.

A1.2 Solo Application Requirement

Individual Account Holders acknowledge that qualified certificates and electronic signatures are personal to the individual. Each Account Holder must apply for their own certificate and may not apply on behalf of another person. Signing or authenticating under another person's identity or certificate is strictly prohibited and may constitute a criminal offence under applicable law.

A1.3 Identity Verification

To access qualified signing features, the Individual Account Holder must complete identity proofing through ZealiD's TRA service using the ZealiD App. This process is governed by the TSPS. The Account Holder consents to ZealiD processing identity document data and biometric data (including liveness check data) as necessary for identity verification, on the legal bases described in ZealiD's Privacy Policy.

A2. CONSUMER RIGHTS AND PROTECTIONS

A2.1 Applicable Consumer Law

Where the Account Holder is a consumer within the meaning of applicable consumer protection law, nothing in these Terms or this Addendum shall limit or exclude any right or remedy available to the Account Holder under mandatory consumer protection legislation in the Account Holder's jurisdiction. In the event of any conflict between these Terms and mandatory consumer law, the mandatory consumer law prevails.

A2.2 Cooling-Off Period

To the extent required by applicable consumer law in the Account Holder's jurisdiction, the Account Holder may have a statutory right to withdraw from a paid subscription within a specified period following purchase. Where such rights apply, ZealiD will provide the relevant withdrawal information at the point of purchase. Exercising a withdrawal right does not affect access already used during the withdrawal period, and ZealiD may charge a proportional amount for services provided up to the date of withdrawal.

A2.3 Complaint and Redress

Individual Account Holders who have a complaint about the Service should contact ZealiD at support@zealid.com or via https://www.zealid.com/contact. ZealiD aims to acknowledge complaints within three (3) business days and to resolve them within thirty (30) days. If an Individual Account Holder is not satisfied with ZealiD's response, they may also contact the relevant supervisory authority or consumer protection body in their jurisdiction, or the Swedish Authority for Privacy Protection (IMY) for data protection matters.

A3. PERSONAL DATA AND PRIVACY

A3.1 Account Holder as Controller - GDPR Article 2

Where a natural person uses Trust Circle in a manner that falls within the material scope of Regulation (EU) 2016/679 (GDPR) as set out in Article 2 thereof - that is, where the processing of personal data within the Account is not purely personal or household in nature - that individual qualifies as a data controller under applicable data protection law. In such cases, the DPA applies between the Individual Account Holder and ZealiD regardless of whether the Account is a Freemium or paid plan, and ZealiD processes the relevant personal data as data processor on behalf of that individual. Individual Account Holders who are uncertain whether their use of Trust Circle constitutes controller-level processing are encouraged to contact dpo@zealid.com for guidance.

A3.2 Special Categories of Data

The Account Holder explicitly consents to ZealiD processing identity document data and biometric data (facial recognition, liveness check data, NFC chip data) for the purposes of identity verification and certificate issuance, as required by applicable law and described in ZealiD's Privacy Policy. This consent is required to access qualified signing features and cannot be withdrawn while a qualified certificate remains active. Upon certificate revocation or expiry, the Account Holder may request erasure of data not required to be retained under applicable regulation.

A3.3 Data Subject Rights

Individual Account Holders may exercise their data subject rights (including rights of access, rectification, erasure, restriction, and portability where applicable) by contacting dpo@zealid.com. Certain data processed in connection with TRA or QeID trust services cannot be erased during mandatory retention periods required by applicable regulation.

A4. FEES, PLANS, AND FREEMIUM

A4.1 Freemium — Free of Charge

Individual Account Holders may access Trust Circle on a freemium basis at no charge. The features, storage allowances, document retention periods, and signing transaction limits included in the freemium tier are determined by ZealiD and published in the Service Specification. ZealiD reserves the right to change freemium inclusions at any time, subject to notice in accordance with Section 6.1 of the General Terms.

A4.2 Paid Individual Plans — Credit Card

Access to paid features and plans for Individual Accounts requires payment by credit card or debit card. Subscription fees are charged automatically and in advance through ZealiD's approved payment processor at the time of activation, renewal, or plan upgrade. No paid Individual Account is activated until successful payment is confirmed. Plan features, pricing, and signing transaction allowances are displayed at checkout and published in the Service Specification.

A4.3 No Invoicing for Individual Accounts

Invoiced billing is not available for Individual Accounts. All charges for Individual paid plans are collected by credit or debit card through ZealiD's payment processor. Individual Account Holders who require invoicing should contact support@zealid.com to enquire about upgrading to a Business Account.

A5. SECURITY AND RESPONSIBILITY

A5.1 Device and PIN Security

The Account Holder is solely responsible for the security of the device and biometric or PIN authentication used to access the ZealiD App and Trust Circle. No qualified signature or authentication can be issued without active use of the Account Holder's PIN or biometric. ZealiD is not responsible for any loss arising from the Account Holder's failure to secure their device or credentials.

A5.2 Lost or Compromised Credentials

In the event that an Account Holder suspects their ZealiD credentials or qualified certificate have been compromised, the Account Holder must immediately: (a) notify ZealiD at support@zealid.com; and (b) request revocation of the affected certificate via https://www.zealid.com/en/revocation. ZealiD will suspend or revoke the certificate upon receiving a valid revocation request.

A6. TERMINATION AND CONTENT ACCESS

A6.1 Individual Account Termination

Individual Account Holders may terminate their Account at any time by giving written notice to ZealiD. Upon termination, the Account Holder may export Account Content during the post-termination export period published in the Service Specification. After that period, ZealiD shall permanently delete Account Content.

A6.2 Certificate Continuation

Termination of a Trust Circle Individual Account does not automatically revoke any qualified certificate held by the Account Holder under QeID. Certificate revocation must be requested separately via https://www.zealid.com/en/revocation in accordance with the applicable CPS.

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https://www.zealid.com/en/repository