



## USER AGREEMENT

*effective 12.01.2024*

This User Agreement (the “**Terms**” or “**Agreement**”) is made and entered into between you and Trust Fractal GmbH, Wiener Straße 10, 10999 Berlin, Germany (referred to as “**Fractal ID**”, “**we**”, and “**us**”) and establishes the terms and conditions that apply and govern your use of the idOS and all related software and applications (“**idOS**”). These terms are legally binding, thus we ask that you read them very carefully.

These Terms do not alter or control in any way other written terms or conditions or other agreements you have agreed to with us. Additionally, if you are representing a legal entity (such as a business), by using idOS you are warranting that you have authority to bind that entity to these terms. You must also have the legal capacity to agree to these legal terms and conform to the eligibility requirements found below to agree to these terms and use idOS.

By clicking “I agree” or otherwise using the idOS you agree to be bound by these Terms and any other terms referenced by these Terms.

### **1. idOS**

The idOS (identity operating system) is a solution that aims to enable decentralized identity across the web3 space and is made up of two key elements: (i) a dStorage Network of Nodes (“**dStorage Network of Nodes**”), managed by Node Operators (“**Node Operators**”) that host information (“**Stored Information**”), which should be user-encrypted and that may also be issued into idOS as Verifiable Credentials by an identity verification provider (“**Identity Provider**”) upon user instruction, while the dataset state is harmonized by a consensus mechanism (“**Consensus Mechanism**”); and (ii) an Access Management Protocol (“**Access Management Protocol**”), allowing idOS users (“**Users**”) to manage their stored information and grant/revoke access to such stored information to third parties viewers (e.g. dApps)(“**Viewers**”), while such access may be set for a predetermined period of time. Additionally, the idOS provides an SDK for viewers to integrate the idOS (“**SDK**”) and a User Data Dashboard (“**Dashboard**”), where users can manage their stored information, credentials and access grants (“**Access Grants**”).

Within idOS, users can own, edit and grant/revoke access to their stored information to interact with viewers. Node operators host stored information while viewers request read or write access to stored information or credentials and identity providers verify stored information, issue credentials and may add them to users’ idOS accounts. The idOS distributes all stored information among its node operators and uses the consensus mechanism to harmonize the dataset state. In case users grant access to their stored information, the actual information is decrypted by the user, encrypted using the viewer’s public key and then re-uploaded to the idOS nodes.



When you create an idOS account, you instruct the relevant node operator, as the intermediary, to create an idOS account for you and to encrypt and upload its associated information (e.g. Verifiable Credentials) into idOS for you. When you edit and/or add information to your idOS account via a node operator, you also instruct the relevant node operator, as the intermediary, to encrypt and update/upload such information into idOS for you. Additionally, in the context of users granting access to stored information to viewers, a record is created in the smart contract in the respective blockchain that the idOS monitors and when a user grants access to stored information to a viewer, you both instruct that your corresponding wallet addresses are recorded in such smart contracts in the relevant blockchain.

This User Agreement sets out the rules governing: (a) your use of the idOS (including its website and all related software and applications); and (b) the transmission, uploading, storage and processing of information by you, or by any other person, when using the idOS.

## **2. Eligibility to use the idOS**

By using or registering for the idOS you represent and agree that:

1. You are 18 years or older and of full age in your jurisdiction of residency, and not restricted by any court or any orders in your ability to agree to contracts;
2. You will follow these Terms;
3. You have not been suspended from using the idOS before;
4. You will provide updated and accurate information;
5. Only you or a legally authorized representative of yours will use your account;
6. You will maintain the security of your account and never transfer it;
7. You will only register for one account that is on behalf of yourself when registering as a natural person;
8. You will not use the idOS in any unlawful, illegal, fraudulent, deceptive or harmful way or in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity;
9. You will ensure that all stored information you upload into idOS complies with the provisions of this Terms;
10. You will not use the idOS in any way that causes, or may cause, damage or impairment of the availability or accessibility of the idOS;
11. You are not sanctioned or restricted in a way that would make your use of the idOS unlawful according to any applicable laws or treaties;
12. You automatically succeed and fully comply to this Agreement and any other terms referenced or included into these Terms;
13. You will otherwise follow the law.

## **3. Registration**

You may be required to provide certain information as part of the registration process of idOS, or as part of your continued use of the idOS. Any information you give must always be



accurate and up to date and you will inform us promptly of any updates. The information you provide must not misrepresent you or be intentionally inaccurate. By registering or creating an account, you agree that you are fully responsible for all activities that occur under your account.

You acknowledge that you have control over to whom you grant access to the stored information you uploaded in the idOS. Within your registration process, you shall maintain the security of your idOS account, including by not using the same password within idOS that you use for other services or products, not disclose your password or keys to any third party, and immediately notify us if you suspect or discover any unauthorized activities in connection with the idOS or your account. You acknowledge and agree that if you lose your keys, you may not be able to recover stored information uploaded.

In case you become aware of any unauthorized use of or access to your account, you shall notify us. You shall be liable for damages, losses, liability, expenses and attorneys' fees incurred by a third party or us as a result of someone else using your account. You confirm you understand and agree that we may require you to provide information that may be used to confirm your identity, account ownership and help ensure the security of your account. We shall not be liable for any damages, loss, liability, expenses or attorneys' fees that you may incur as a result of someone else using your account or password, with or without your knowledge and/or authorization, and regardless if you have or have not warned us of the unauthorized use.

Fractal ID partners with viewers and third-parties - together, "**Partners**" - to offer you a variety of "**Deals**" (e.g., bonuses for registering with Partners, discounts in trading fees when using Partners' services, etc.). You instruct Fractal ID to find Deals for you and send you communications notifying you of the Deals Fractal ID sourced and providing you with the information you need to participate.

#### **4. Availability**

We may change, limit or discontinue the idOS, any portions or features of it with or without notice. This includes for maintenance purposes. We are also entitled to temporarily prevent or restrict your use of the idOS if and to the extent required for the security and functioning of the idOS. We have no obligation to maintain the uptime of idOS, but shall try our best to make it reliable and available to you.

#### **5. Prohibited Use**

When using the idOS, you may not (or allow those acting on your behalf to):

- A. Utilize the idOS for unauthorized or unlawful purposes, to engage in or support any unlawful activities, in a way that contradicts any applicable guidance, orders, regulations, or rules of ours or idOS or any presiding government, court, law



- enforcement agency, supervisory authority and/or regulatory agency, or to facilitate any activities that can lead to death, personal injury or environmental damage;
- B. Use the idOS for a third-party or enable a third-party to use idOS by disclosing, offering or selling your account information or by any other means except to your own legally authorized representatives;
  - C. Copy, reverse engineer or attempt to extract any non-open source code from any component of the idOS;
  - D. Introduce into any component of the software: any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
  - E. Interfere with or disrupt in any way idOS or the servers or networks providing the idOS;
  - F. Use unauthorized bots or applications to access the idOS;
  - G. Submit false, incorrect, incomplete or unencrypted information through the idOS.

By using or registering for the idOS you further represent and agree that:

- 5.1. Stored information you upload into idOS will not be illegal or unlawful, infringe any person's legal rights, and will not be capable of giving rise to legal action against any person, in each case in any jurisdiction and under any applicable law. We do not control, own or endorse any information that is processed, transmitted, uploaded or stored within idOS.
- 5.2. Stored information you upload into idOS, and the use of stored information you upload into idOS by us and/or viewers or third-parties in any manner licensed or otherwise authorized by you, will not:
  - 5.2.1. be libelous or maliciously false;
  - 5.2.2. be obscene or indecent;
  - 5.2.3. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other Intellectual Property Rights;
  - 5.2.4. infringe any right of confidence, right of privacy or right under Data Protection Laws;
  - 5.2.5. constitute negligent advice or contain any negligent statement;
  - 5.2.6. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - 5.2.7. be in contempt of any court, or in breach of any court order;
  - 5.2.8. constitute a breach of racial or religious hatred or discrimination legislation;
  - 5.2.9. be blasphemous;
  - 5.2.10. constitute a breach of official secrets or business secrets legislation; or
  - 5.2.11. constitute a breach of any contractual obligation owed to any person.
- 5.3. Stored information you upload into idOS is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.



- 5.4. Stored information you upload into idOS will be appropriate for all persons who have access to or are likely to access it, and will not depict violence in an explicit, graphic or gratuitous manner as well as it will not be pornographic or sexually explicit.
- 5.5. You are solely responsible for ensuring that stored information you upload into idOS is compliant with all applicable laws and is stored encrypted.
- 5.6. You will comply with applicable all laws and regulations, including laws and regulations for data protection.
- 5.7. Stored information you upload into idOS will not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you shall not use the idOS to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services unless you are a member of a special profession which allow you to use or share such information. It will not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.
- 5.8. Stored information you upload into idOS will not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory and will not be liable to cause annoyance, inconvenience or needless anxiety. You will not use the idOS to send any hostile communication or any communication intended to insult, harass, threaten, or defame any person or entity, including such communications directed at a particular person or group of people and will not use the idOS for the purpose of deliberately upsetting or offending others.
- 5.9. Stored information you upload into idOS will not constitute or contain spam, and you will not use the idOS to store or transmit spam, which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications. You will not use the idOS to promote or operate any chain letters, ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 5.10. You will not use the idOS for any purpose relating to gambling, betting, lotteries, prize competitions or any gambling-related activity.
- 5.11. You acknowledge that we do not guarantee the maintenance of any stored information and are not responsible for any loss, misuse, or deletion of stored information or any failure of any stored information uploaded into idOS to be stored or encrypted. You are responsible for configuring and using the idOS to upload and manage stored information and for maintaining appropriate security of the account and corresponding stored information as well as for ensuring that stored information you upload into idOS is encrypted, backed up and for maintaining copies of it.



- 5.12. You are strictly prohibited to process personal data unauthorized, in particular but not limited to unauthorized collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data. You will process personal data always in accordance with applicable law and observe the principles of processing of applicable law. If GDPR/UK-GDPR is applicable to the processing of personal data, you will process only in accordance with the principles of GDPR/UK-GDPR.

## **7. Indemnification**

Unless prohibited by applicable law, you will defend and indemnify us, and our affiliates, directors, officers, employees, and Users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses, including all damages we may incur relating to any allegation or third-party legal proceeding to the extent it arises from your misuse of the idOS or your violation of these Terms.

## **8. Disclaimer**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE idOS OR ANY OF ITS COMPONENTS OR ANY STORED INFORMATION. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE idOS, OR THE idOS' OR THE STORED INFORMATION'S RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE ALSO DO NOT REPRESENT OR WARRANT THAT THE CONTENT OR THE idOS OR THE STORED INFORMATION ARE COMPLETELY ACCURATE, COMPLETE, RELIABLE, CURRENT, OR VIRUS-FREE, ERROR-FREE, FREE OF HARMFUL COMPONENTS AS WELL AS MALICIOUS CODE, OR THAT ANY DEFECTS WILL BE FIXED. WE PROVIDE THE idOS "AS IS". YOU ALSO ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE idOS MAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, AUDIO AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION THAT IS OUTSIDE OUR CONTROL. ADDITIONALLY, WE CANNOT WARRANT OR REPRESENT THAT YOUR USE OF THE INTERNET OR idOS IS SAFE AND YOU SHOULD USE REASONABLE SAFETY MEASURES TO PROTECT YOURSELF FROM ANY HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE idOS OR THE STORED INFORMATION AND YOUR RELIANCE UPON ANY OF THE CONTENT IS AT YOUR SOLE RISK. WE NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, ESPECIALLY AS TO THE RETRIEVABILITY, STORAGE, MAINTENANCE, OR CONDITION OF STORED INFORMATION. WE MAKE NO GUARANTEES THAT ANY STORED INFORMATION WILL BE RETRIEVABLE OR AVAILABLE. WE DO NOT SPONSOR, CONTROL, ENDORSE, OR ADOPT ANY STORED INFORMATION AND HAVE NO OBLIGATION TO EDIT, SCREEN OR MONITOR STORED INFORMATION AND ARE NOT LIABLE OR RESPONSIBLE FOR ANY



STORED INFORMATION. YOU UNDERSTAND AND CONFIRM YOU AGREE THAT WE HAVE NO SUPPORT, INDEMNITY, OR OTHER OBLIGATIONS WITHIN THIS AGREEMENT. WE EXCLUDE OUR RESPONSABILITY FOR ANY DAMAGE OR LOSS TO STORED INFORMATION. YOU ARE RESPONSIBLE FOR ENSURING THE ENCRPTION OF AND MAINTAINING BACKUP COPIES OF ALL STORED INFORMATION AT ALL TIMES AND WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO STORED INFORMATION UPLOADED. WE DO NOT GUARANTEE OR CLAIM THAT idOS IS APPROPRIATE FOR STORING CERTAIN KINDS OF DATA OR FOR ANY SPECIFIC USE, NOR THAT STORING PERSONAL OR SENSITIVE INFORMATION ON idOS COMPLIES WITH ANY LEGAL OR REGULATORY STANDARDS.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## **9. Limitation of Liability**

UNLESS PREVENTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES AND ANY LIABILITY SHALL BE LIMITED TO INJURY TO BODY, LIFE, OR HEALTH. WE ARE NOT RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTIES AND ARE NOT LIABLE FOR THE ILLEGAL OR OFFENSIVE BEHAVIOUR OR CONDUCT OF ANY THIRD PARTY. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE IRRESPECTIVE OF THE LEGAL BASIS. WE ARE NOT LIABLE IN CASE ANY UNENCRYPTED PERSONAL DATA IS UPLOADED INTO idOS. WHERE LIABILITY IS BASED ON FAULT, OUR LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL ACTS AND GROSS NEGLIGENCE SHALL BE UNLIMITED. IN ALL OTHER CASES, OUR LIABILITY IS EXCLUDED.

## **10. Termination**

You may terminate this Agreement at any time without notice and without stating reasons, by contacting us in writing, or simply by stopping your use of the idOS. We reserve the right to terminate the Agreement with you at any time and for any reason with you by giving you reasonable notice. We also reserve the right to discontinue the idOS or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

If you or we terminate this agreement, we may block your account at the effective date of termination. After which it will no longer be possible to use the idOS without agreeing to these terms.

## **11. Privacy**



Please refer to idOS's [Privacy Policy](#) for information about how it collects, uses, and discloses information about you. By accepting these Terms, you confirm you read and acknowledge the terms described in our Privacy Policy and [Transparency Document](#).

Our sub-processor list is available upon request. You instruct us to transfer your personal data to such sub-processors, as without it we would not be able to provide you the idOS. You are aware of such processing and explicitly instructs us to do so.

## 12. General Provisions

These Terms constitute the entire agreement between you and us, unless a separate agreement has formed between you and us. Unless indicated elsewhere, these Terms shall supersede any oral agreements, and all supplements and modifications must be made in writing. Where this agreement conflicts with separate agreements between you and us related to the idOS, these Terms shall be superseded by any conflicting parts of those agreements.

You confirm that you understand that we may transfer the entire Agreement with you, including rights and obligations, in whole or in part, in case we conclude a sale of business, shares or stocks, applications or other assets, transfer or restructuring of our business, that may or may not result in the performance of this Agreement under the same or a new provider, legal form or company name.

We may modify these Terms and any other documents linked or referred to in these Terms (together, "**Documents**"), or any portion of the Documents. You should look at these documents regularly. We may notify you of modifications to the Documents by posting a notice or otherwise by sending you a communication if possible, as we may determine, at our sole discretion, on a case-by-case basis. Changes will not apply retroactively and will become effective after a reasonable time, as stated by us, after they are posted, or as soon as applicable law allows. If you do not agree with the modifications to the Documents and/or to the functionalities of the idOS, you should terminate these Terms. Your continued use of the idOS constitutes your acceptance of the modification to the Documents and/or to the functionalities of the idOS. You instruct us to, whenever the Documents are modified, to post them online or to send you via any available communication means, as we may determine in our sole discretion, and confirms that you will be responsible for reviewing the Documents link or the communication and in case of non-agreement, you will send a reply informing us of the same.

You and us each agree to contract in the English language. If we provide a translation of these Terms, we do so for your convenience only and the English language terms will solely govern our relationship. These Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in these Terms will limit either your or our ability to seek injunctive relief. You are not entitled to set-off, unless your claims are legally





established. If you do not comply with these Terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future). If a particular term is not enforceable under law, this will not affect any other terms.

These Terms shall be construed in accordance with German law. The laws of Germany will apply to any disputes arising out of or related to these Terms or the idOS and ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE idOS WILL BE LITIGATED EXCLUSIVELY IN THE COURTS OF BERLIN, GERMANY, AND YOU AND US CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.