



## USER AGREEMENT

*effective 11.04.2023*

This User Agreement (the “**Terms**”) establishes the terms and conditions that apply and govern your use of the Services of Trust Fractal GmbH, Wiener Straße 10, 10999 Berlin, Germany (referred to as “**Fractal**”, “**we**”, and “**us**”) as a user. 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 Fractal. Additionally, if you are representing a legal entity (such as a business), by using these Services 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 Fractal’s Services.

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

### **1. The Services**

Fractal offers software which includes applications and services that are owned, licensed, managed and/or developed by Fractal (“**Services**”). These include Fractal ID, Fractal Wallet, DID Registry, Credentials Mechanism, Fractal Protocol Rewards and Staking Mechanism. The Fractal ID, Fractal Wallet, DID Registry, Credential Mechanism and Fractal Protocol Rewards are further detailed below. The Staking Mechanism is subject to the separate Staking User Agreement that you might enter into with Fractal.

Fractal ID offers various levels of identification (e.g., ID Basic and ID Plus) - “**ID Levels**”. Different ID Levels require you to provide different information and supporting documentation, and to undergo different processes. By signing-up with Fractal ID you will be granted access to an identity wallet, through which you can upload your identity information, have it verified for the purposes of onboarding with the services of our “**Integrators**” (companies that use our software solution to onboard their customers), and continue to manage your identity information throughout the duration of your relationship with us. Also included in the Services is transmission of certain parts of your data to our Integrators so that you may verify your eligibility to use and login to those third party services and into those services. When you register and/or maintain an account and/or a business relationship with an Integrator, you instruct us to share all such KYC (Know Your Customer) data , which may include, in particular, but without limitation, your name, nationality, country of residence, address, IP address, wallet address, phone number, place of birth, date of birth, identification document information, personal photo, biometric face scans, financial details, and company/workplace details, with the respective Integrator.

By installing Fractal chrome wallet extension (plug-in), available on the Google chrome web store: <https://chrome.google.com/webstore/category/extensions> (“**Fractal Wallet**”), you will be able to see, if available, any displayed information about any staking activities that you might have conducted under the separate Staking User Agreement that you might have entered into with Fractal. Fractal Wallet additionally allows you to Opt-in to interact with Browser Data Capture, as described below.



Upon being approved for a certain ID Level, you will be assigned a unique identifier - "**Fractal ID Identifier**", in the context of a "**DID Registry**" that Fractal maintains on public and/or private blockchains and/or off-chain. The DID Registry maps Fractal ID Identifiers, each corresponding to a unique person, to a set of wallet addresses that the person chose to verify with Fractal. The DID Registry additionally allows for the creation of multiple "**Arbitrary Membership Lists**", such as "ID Level you are approved for", and Fractal adds or removes Fractal ID Identifiers from those lists. Fractal reserves the right to create Arbitrary Membership Lists, at its sole discretion, and to add or remove your Fractal ID Identifier from those lists in case, at its sole discretion, Fractal considers any addition or removal to be no longer valid or accurate, allowing third parties with whom you may register and/or maintain an account and/or business relationship with to enforce sanctions and/or conform with compliance obligations.

You additionally instruct us to issue, in public and/or private blockchains and/or off-chain registries of other entities, such as Gnosis Chain registry for example, your provided wallet addresses, ID Levels, and any other information required or requested by the entity or the registry mechanisms. Fractal reserves the right to add or remove your wallet addresses, ID Levels and any other information required or requested by the entity or the registry mechanisms from such registries, at its sole discretion, in case, at its sole discretion, Fractal considers any addition or removal to be no longer valid or accurate, allowing third parties with whom you may register and/or maintain an account and/or business relationship with, to enforce sanctions and/or conform with compliance obligations.

Additionally, we partner with our Integrators and other companies - together, our "**Partners**" - to offer you a variety of "**Deals**" (e.g., bonuses for registering with our Partners, discounts in trading fees when using our Partners' services, etc.). You instruct us to find Deals for you and send you emails or SMSs (depending on the method you used to sign-up with Fractal) notifying you of the Deals we sourced and providing you with the information you need to participate.

You instruct us to share your e-mail address, mobile phone number (depending on the registration method you selected), as well as social media accounts/handles and any other means of communication you provide us, with Partners in order to be directly contacted by them about products and services. You may opt out of such a feature at any time by sending an e-mail to [privacy@fractal.id](mailto:privacy@fractal.id). Fractal does not offer nor employs individuals to offer such Partner's products or services. You acknowledge that Fractal does not supervise, direct, control or monitor Partners in the offering of these products or performance of these services and agree that we are not responsible for the offering, performance or procurement of these products or services, that we do not endorse any particular Partner's offered product or services, and that nothing shall create an employment, agency, or joint venture relationship between Fractal and any Partner. You agree that we are not responsible for Partner's or others' content or information and that we are not responsible for any misuse of our Services.

## **1.1. Credentials Mechanism**

Upon being approved for a certain ID Level, the credentials mechanism ("**Credentials Mechanism**") automatically issues a credential carrying Fractal's attestation that you are approved for that ID Level ("**Credential**"). The Credential is issued by Fractal upon an approval for a certain ID Level.



By installing Fractal Wallet, you will have instant access to the Credentials that are eventually issued to you and will be able to interact with third-parties, deciding whether or not to share your Credentials with such third-parties. You may share your Credentials with third parties that wish to rely on such Credentials for several purposes, for example, onboarding you into their services. This process is solely controlled by you and we have no intervention in it whatsoever. When a third-party wishes to access your Credential, your Fractal Wallet will be prompted to ask you to authorize or decline sharing your Credential with the third-party. Such authorization can also be granted via an authorization link (e.g. via OAuth solution) as an alternative method if access to your Credentials is not requested within Fractal Wallet. The Fractal Wallet is simply provided to facilitate your interaction with third-parties, but does not grant us any control or power over such interactions.

Third-parties can verify your Credentials either off-chain, via Fractal's Software Development Kit, or on-chain. If the third-party verifies your Credential on-chain, that implies the issuance of such Credential on-chain, which corresponds to creating a unique cryptographic hash of your ID Level taking into account all the ID Level fields and values (e.g., email-address, name, passport number), and storing it on-chain, specifically in a smart contract deployed by Fractal or the third-party ("**Credentials Smart Contract**"). No original data is determinable from the hashes and Fractal signs the hash / Credential. The ID Level fields and values are stored off-chain, on Fractal Wallet. By authorizing the verification of your Credential by third-parties you will be enabling such third-parties to verify that you are the owner of a certain Credential existent in the Credentials Smart Contract, and you transmit the ID Level fields and values stored in your Fractal Wallet. Fractal reserves the right to revoke its signature of your Credential in case, at its sole discretion, Fractal considers your Credential is no longer valid or accurate.

Unless stated otherwise, the Credentials Mechanism is free of charge. However, you may be charged a transaction fee for performing certain transactions (e.g. a deposit to a third party) when sharing your Credential with third-parties within Fractal Wallet. This fee covers the cost of a transaction on the blockchain. The amount charged to you will be indicated to you before you incur any costs related to this process.

In order to be eligible to use the Credentials Mechanism, you must (i) have a Fractal ID account; and (ii) be approved for a certain ID Level, in addition to the conditions to use the Services by Fractal as listed in these Terms.

## **1.2. Fractal Protocol Rewards**

Fractal may determine from time to time to distribute rewards in Fractal Tokens ("**FCL**"), including, but not limited to, as set forth in sections 1.2.1. and 1.2.2. below, in accordance with these Terms and any terms and conditions made available to you within such "distributions". You may also be provided with information about the distribution of rewards on our website, social media or direct communications that you receive from us. In case of discrepancy between the information contained therein and the information in these Terms, the information in these Terms shall prevail. We in our sole discretion will determine the eligibility criteria for each distribution and the procedures, if existent, for receiving rewards, as well its day, time and delivery method. Any failure to notify you or distribute rewards to you using the information you provided is outside our control and, hence, shall not result in any responsibility whatsoever being attributed to us. We are not responsible for notifying you if and when any rewards are distributed. Reward amounts



received by each eligible user may differ, depending on criteria determined by us. At our own and sole discretion, we can initiate or terminate or make any changes to any distribution. The right to receive rewards in any distribution is not transferable. No cash alternative or substitution of the rewards are allowed, except we reserve the right in our sole discretion to substitute rewards for any equivalent alternative as we may determine. All potential taxes are your sole responsibility.

### 1.2.1. Browser Data Capture

On the Protocol tab of Fractal Wallet you are able to opt-in to interact with the Fractal Protocol running on a Substrate-based chain, by observing and storing your browsing data locally on your device (to which nobody, including Fractal, has access to) via the Browser Data Capture.

This interaction with Fractal Protocol implies that Fractal Wallet works with Fractal ID services to publish a representation of your identification (an opaque identifier) and your generated Fractal Wallet Address on the Fractal blockchain. It also implies the emission of a special Protocol Credential ("**Credential**") carrying Fractal's attestation that you were approved as a unique human for the purpose of joining the Protocol. The completion of a protocol identification journey in Fractal ID will be required to issue such Credential. Additionally, Fractal Wallet automatically registers your Fractal Wallet Address for minting, making it eligible for rewards, and it does so on a daily basis, as long as you keep Fractal Wallet enabled, so it observes and locally stores additional browsing data than it previously stored within a 24 (twenty four) hours period.

You will be provided a substrate address ("**Fractal Wallet Address**") in order to receive minting rewards and you will be granted access to your Fractal Wallet private keys ("**Private Keys**"). These minting rewards are substrate Fractal Tokens ("**Substrate FCL**") which are surrogate Ethereum-based FCL.

The Browser Data Capture corresponds to the tracking and storage of your browsing data performed by Fractal Wallet functionalities, creating a unique cryptographic hash of your browsing data taking into account all the browsing data fields and values (e.g., list of visited web pages, page title, time of visit), and publishing a proof of existence of this data on chain, specifically in the Fractal blockchain. The browsing data fields and values are stored off-chain on your device and the relevant pieces published on chain are only the values necessary to show you store more data than you previously stored within a day period. No original data is determinable from the hashes and you sign the hash through the Private Keys of your Fractal Wallet which will be provided to and controlled by you. Fractal Wallet tracks your browsing data which is in turn stored on your local device and a proof of your data provisioning activity is hashed and published on the Fractal blockchain.

Unless stated otherwise, this Browser Data Capture is free of charge. In order to be eligible to opt-in the Browser Data Capture, you must:

- Have a Fractal ID account;
- Have a special Protocol Credential issued;
- Download and install the Fractal Wallet; and
- Opt-in Browser Data Capture and get your Fractal Wallet address.



In addition to the conditions to use the Services by Fractal as listed under these Terms. You are not eligible to opt-in the Browser Data Capture if under the applicable law of the jurisdiction(s) in which you reside or conduct business, you are prohibited from using the Browser Data Capture, its software or services, or do not have the requisite licenses or other governmental authorizations to use the Browser Data Capture, its software or services. ADDITIONALLY, CITIZENS, RESIDENTS (TAX OR OTHERWISE) OR GREEN CARD HOLDERS OF THE UNITED STATES OF AMERICA ARE NOT ELIGIBLE TO THE BROWSER DATA CAPTURE.

### **1.2.2. KYC Rewards**

Certain Fractal ID users may be eligible to receive FCL rewards from time to time, at the sole discretion of Fractal, under these Terms and any other terms made available to you within the KYC Rewards. By accepting such rewards, you represent that you have read, understood and agreed to be bound by these Terms. Unless stated otherwise, KYC Rewards is free of charge.

CITIZENS, RESIDENTS (TAX OR OTHERWISE) OR GREEN CARD HOLDERS OF THE UNITED STATES OF AMERICA ARE NOT ELIGIBLE TO THE KYC REWARDS.

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

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

1. You are 18 years or older;
2. You will follow these Terms;
3. You have not been suspended from using the Services before;
4. You will provide updated and accurate information;
5. Only you or a legally authorised 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 are not sanctioned or restricted in a way that would make your use of the Services unlawful according to any applicable laws or treaties.
9. You will otherwise follow the law.

## **3. Registration for the Services**

You may be required to provide certain information (such as identification, business or trade name, physical address, email, phone number, business details) as part of the registration process for any Services, or as part of your continued use of the Services. Any information you give to Fractal 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. Fractal can, at its own discretion, at any time, suspend your access to Services if Fractal becomes aware that the provided information is incorrect or expired, until you provide or correct the information. From time to time, while verifying you and your personal data, you instruct Fractal to correct information you entered or that we or the software which conducts automated screening of personal data captured from your submitted documentation in order to keep the data accurate, correcting any typos, and to rectify expiry dates of certain documents you uploaded, which have a validity period, based on the information you provided to us, while full traceability is maintained.



When installing and setting up Fractal Wallet, you will be responsible for keeping your own account secrets and you agree to keep your secret information and password confidential, not sharing them with anyone else. We will not be able to assist you in recovering your password, other secret information or features and we will not be liable for any loss or damage arising from your failure to comply with such terms.

#### **4. Availability of the Services**

Fractal may change, limit or discontinue any of the Services with reasonable notice, if such notice is required. This includes for maintenance purposes. Fractal is also entitled to temporarily prevent or restrict your use of the Services if and to the extent required for the security and functioning of the Services. Fractal has no obligation to maintain the uptime of Services, but shall try its best to make the Services reliable and available to you.

#### **5. Prohibited Use of the Services**

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

1. Utilize the Services 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 Fractal 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;
2. Use the Services for a third-party or enable a third-party to use Fractal ID by disclosing, offering or selling your account information or by any other means except to your own legally authorized representatives;
3. Copy, reverse engineer or attempt to extract the source code from any component of the Services;
4. Introduce into any component of the software: any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
5. Interfere with or disrupt in any way Fractal or the servers or networks providing the Services;
6. Use unauthorized bots or applications to access the services; or
7. Submit false, incorrect or incomplete information through the Services.

#### **6. Indemnification**

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

#### **7. Disclaimer**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS OF SERVICE, FRACTAL DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. FRACTAL ALSO DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR THE SERVICES ARE COMPLETELY ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE PROVIDE THE SERVICES "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 SERVICES 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 THE CONTROL OF FRACTAL. ADDITIONALLY, FRACTAL CANNOT WARRANT OR REPRESENT THAT YOUR USE OF THE INTERNET OR SERVICES IS SAFE AND YOU SHOULD USE REASONABLE SAFETY MEASURES TO PROTECT YOURSELF FROM ANY HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND YOUR RELIANCE UPON ANY OF THE CONTENT IS AT YOUR SOLE RISK.

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 OF SERVICE, TO THE EXTENT PERMITTED BY LAW, FRACTAL EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## **8. Limitation of Liability**

UNLESS PREVENTED BY LAW, FRACTAL 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. IN ALL CASES, FRACTAL WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE IRRESPECTIVE OF THE LEGAL BASIS. WHERE LIABILITY IS BASED ON FAULT, FRACTAL'S LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL ACTS AND GROSS NEGLIGENCE SHALL BE UNLIMITED. IN ALL OTHER CASES, THE LIABILITY OF FRACTAL IS EXCLUDED.

## **9. Termination of Services**

You may terminate this Agreement at any time without notice and without stating reasons, by contacting Fractal in writing, or simply by stopping your use of the Services. Fractal reserves the right to terminate the Agreement with you at any time and for any reason with you by giving you reasonable notice via email. Fractal also reserves the right to discontinue the Services 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 Fractal terminate this agreement, Fractal may block your accounts at the effective date of termination. After which it will no longer be possible to use the Services without agreeing to these terms. Unless prevented by any statutory storage or retention periods or a need to process current accounts or transactions, your personal data will be permanently deleted after 30 days unless you reagree to these terms and restore your account. Upon the uninstallment of your Fractal Wallet your personal data locally stored on your device, if any, will be permanently deleted.

## **10. Privacy**

Please refer to Fractal's [Privacy Policy](#) for information about how we collect, use, and disclose information about you. By accepting these Terms, you confirm you read and acknowledge the terms described in our Privacy Policy and [Transparency Document](#).





Fractal's 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 Services. You are aware of such processing and explicitly instructs us to do so.

## 11. General Provisions

These Terms constitute the entire agreement between you and Fractal, unless a separate agreement has formed between you and Fractal. 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 Fractal related to the Services, these Terms shall be superseded by any conflicting parts of those agreements.

We may modify these Terms and any other documents linked or referred to in these Terms of Service (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 by sending you an email (using the address you provided when registering), 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 Fractal, after they are posted, or as soon as applicable law allows, whichever is later. If you do not agree with the modifications to the Documents and/or to the functionalities of the Services, you should terminate these Terms. Your continued use of the Services constitutes your acceptance of the modification to the Documents and/or to the functionalities of the Services. You instruct us to, whenever the Documents are modified, to post them online or to send you via e-mail, as we may determine in our sole discretion, and confirms that you will be responsible for reviewing the Documents link or the e-mail and in case of non-agreement, you will send an e-mail informing us of the same.

You and Fractal 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 Fractal's 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 Fractal does not take action right away, this does not mean that Fractal is giving up any rights that it 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 Services and ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL BE LITIGATED EXCLUSIVELY IN THE COURTS OF BERLIN, GERMANY, AND YOU AND FRACTAL CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.