

End User Agreement

Fractal Blockchain GmbH (Neue Grünstraße 27, 10179 Berlin, Germany) offers Fractal ID, which is a service for identity verification. It aims to provide Internet-based identity by facilitating the registration of several levels of identity at no cost to the identity owners, and assisting third parties who wish to delegate identity verification. The usage of Fractal ID by Identity Owners is governed by this End User Agreement.

1. Acceptance of End User Agreement by the Identity Owner

By accessing and using Fractal ID the Identity Owner agrees to the terms and conditions of this End User Agreement.

2. Permitted Use of Fractal ID

The Identity Owner may use Fractal ID only for personal purposes and in full compliance with the terms and conditions of this End User Agreement.

3. Prohibited Use of Fractal ID

The Identity Owner will not:

- (a) Use Fractal ID in violation of the terms and conditions of this End User Agreement,
- (b) Copy, modify, create derivative work from, reverse engineer etc. Fractal ID,
- (c) Sell, assign, sublicense, distribute or in any other way commercially exploit Fractal ID,
- (d) Use or launch any automated software system to access Fractal ID,
- (e) Use Fractal ID in any manner that disables, impairs or damages its functionality,
- (f) Access Fractal ID by any other means than through the interface that is provided by Fractal Blockchain GmbH,
- (g) Submit false, incorrect or incomplete information to Fractal ID,
- (h) Use Fractal ID for any unlawful/illegal purposes.

4. Indemnification

The Identity Owner agrees to indemnify, defend and hold harmless Fractal Blockchain GmbH, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fee, resulting from or arising out of any violation by the Identity Owner of the terms and conditions of this End User Agreement.

5. Disclaimer

Fractal Blockchain GmbH makes no representations about the suitability, reliability, availability, security or accuracy of Fractal ID for any purpose *vis-à-vis* the Identity Owner. To the maximum extent permitted by applicable law Fractal ID is provided to the Identity Owner “As Is” without warranty or condition of any kind.

6. Limitation of Liability

Fractal Blockchain GmbH is liable according to the provisions of German law if a claim of the Identity Owner is based on intent or gross negligence on the part of Fractal Blockchain GmbH, its legal representatives and assistants.

In the event of negligent breach of contractual Cardinal Obligations, Fractal Blockchain GmbH shall only be liable for typically foreseeable and occurring damages within the contractual relationship with the Identity Owner.

The limitations of liability according to the preceding clause also apply to Fractal Blockchain GmbH's legal representatives and assistants if claims are asserted directly against them.

Fractal Blockchain GmbH's liability for culpable damage to life, body and health under the German Product Liability Act (Produkthaftungsgesetz) and pursuant to Art. 82 GDPR remain unaffected.

In all other cases, the liability of Fractal Blockchain GmbH towards the Identity Owner is excluded.

7. Termination of Services

Fractal Blockchain GmbH may cancel the provision of Fractal ID towards the Identity Owner – without reason – by giving a one-week notice in textual form to the Identity Owner.

8. Privacy

The use of Fractal ID by the Identity Owner is subject to Fractal Blockchain GmbH's privacy policy, which can be found here [Privacy Policy](#)

9. General Provisions

The terms and conditions of this End User Agreement constitute the entire agreement of Fractal Blockchain GmbH and the Identity Owner. Fractal Blockchain GmbH does not recognize any contradictory or supplementary terms and conditions of the Identity Owner.

The contractual relationship between Fractal Blockchain GmbH and the Identity Owner is subject to the substantive laws of the Federal Republic of Germany with the exclusion of the UN convention on Contracts for the International Sale of Goods. This does not apply where the Identity Owner is a consumer and mandatory statutory provisions of his/her country of residence provide other regulations.

The place of jurisdiction regarding any disputes out of or in connection with this End User Agreement - to the extent legally permissible - shall be Berlin.