

USER AGREEMENT  
*effective 09.03.2026*

This User Agreement (the “**Terms**”) establishes the terms and conditions that apply and govern your use of the Services of Trust Fractal GmbH, Kochhannstraße 6, 10249 Berlin, Germany (referred to as “**idOS Services**”, “**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 idOS Services. Additionally, if you are representing a legal entity (such as a business), by using these Services, you are warranting that you have the 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 Services’ 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**

idOS Services offers software that includes applications and services that are owned, managed, developed, and/or licensed to idOS Services (“**Services**”). These include idOS Relay, as further detailed below.

idOS Relay offers various levels of identification (“**ID Levels**”). Different ID Levels require different information and supporting documentation to be provided and different processes to be completed. By onboarding through idOS Relay you will be able to upload your identity information, and 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 the transmission of certain parts of your data to our Integrators so that you may verify your eligibility to use and log in 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, email 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.

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 idOS Services) 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). idOS Services neither offers nor employs



individuals to offer such Partner's products or services. You acknowledge that idOS Services 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 idOS Services 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.

You instruct us to share your data with third-party service providers for the purpose of improving the system, debugging, and other operations of a similar nature. You also instruct idOS Services to further process your email address, wallet address, and/or phone number for internal purposes, for example, to check if you have already onboarded through idOS Relay. You also instruct us to get the information you provided to third parties based on Section 662 BGB (Bürgerliches Gesetzbuch, German Civil Code) in connection with the provision of the Services.

If you voluntarily submit a customer support request via email, chat, or other correspondence system, you instruct idOS Services to process your personal data for the purpose of fulfilling such a request. Further, we may need to contact you to be able to provide our Services correctly, and you hereby instruct us to do so.

idOS Services may receive and process personal data about you from our Integrators for the purposes of providing the Services, including identity verification. You acknowledge and agree that any such transfer of your personal data is made under such Integrator's responsibility and authority. idOS Services does not and cannot verify whether the legal basis relied upon by any Integrator for the transfer of your personal data is valid or sufficient, nor is idOS Services responsible or liable for any such failure by an Integrator to comply with applicable legal requirements.

You may provide us with your information, including through third-party systems, for the purpose of verifying such information so that you can have Credential(s) ("Credential(s)") issued into third-party systems or otherwise onboard with Integrators or other services provided by third parties, and if that is the case, you hereby instruct us to process your personal data for the purpose of providing such Services. When you use idOS Services' verification services, your verified identity data, which may include biometric data, can be shared with Integrators (and sub-processors) upon your consent (for biometric data, given under the Privacy Notice included in the verification flow).

In connection with the Services, in order to verify existing accounts, we (including through our sub-processors) may search through the existing profiles and accounts (of idOS Services or its sub-processors) via email addresses or other identifiers, upon verification or when a data transfer is requested and is intended to locate your personal data you may have previously provided, are you hereby instruct us (and our sub-processors) to conduct such a search.

In connection with your onboarding through idOS Relay to onboard to the services of Integrators, you may be able to or required to engage with [idOS](#), an identity operating system ("idOS") operated and managed by a third-party, where verifiable Credentials may be issued and shared with such Integrators. You may also decide, if available, to undergo verification within idOS Relay and have Credentials issued within idOS. You may initiate or



authorize the creation of an idOS profile, including through idOS Services or through Integrators, and the issuance of Credentials with your information, which may include personal data, to such profile. When you begin the process of creating a profile on idOS through idOS Services, you expressly instruct idOS Services to create such a profile within idOS, including performing any technical or procedural steps necessary to complete the profile creation, which may include the processing of your personal data by idOS Services. When you authorize a Write Grant (“Write Grant”) to idOS Services, you instruct idOS Services to issue the respective Credential into your idOS profile. You acknowledge and agree that idOS Services may, at its discretion, revoke any issued Credential at any time. Where the Write Grant you authorize also includes an Access Grant (“Access Grant”) to idOS Services, you instruct idOS Services to execute such Access Grant, enabling idOS Services to retain access to and process the corresponding data for the duration of the Access Grant. Where you authorize idOS Services to create a delegated Write Grant or an Access Grant on your behalf, you hereby instruct idOS Services to execute such operations within idOS. If you authorize an Access Grant to idOS Services, you hereby instruct idOS Services to retain access to and process the corresponding data for the duration of the Access Grant, which may or may not include a time-lock during which such Access Grant cannot be revoked by you. For the avoidance of doubt, for any operation that idOS Services executes within idOS that has been initiated or otherwise authorized by you, including through instructions you gave to idOS or other third parties to instruct idOS Services to conduct a certain processing, and which may include the processing of your personal data by idOS Services, you hereby instruct idOS Services to perform such operation.

## **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, of full age in your country of residence, and you are not a minor; If you are a minor, you confirm that your parents or legal guardians are right next to you and confirm that you are allowed to agree to these Terms;
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 authorized representative of yours will use your account and/or the Services;
6. If applicable, you will maintain the security of your account and never transfer it;
7. If applicable, 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, and business details) as part of the onboarding process for any Services or as part of your continued use of the Services. Any information you give to idOS Services 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. idOS Services can, at its own discretion, at any time, suspend your access to Services if idOS Services 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 idOS Services to correct the 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.

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

idOS Services may change, limit, or discontinue any or all of the Services without notice. This includes for maintenance purposes. idOS Services is also entitled to prevent or restrict your use of the Services at any time with or no reason. idOS Services has no obligation to maintain the uptime of Services.

#### **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 idOS Services 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 idOS Relay 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 idOS Services 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. Content**

Information you submit through the Services ("**Content**") shall not be illegal or unlawful, shall not infringe any person's legal rights, and shall not be capable of giving rise to legal action against any person, in each case in any jurisdiction and under any applicable law. Also, your Content, and the use of Content by us in any manner licensed or otherwise authorized by you, shall not:

1. Be libelous or maliciously false;
2. Be obscene or indecent;
3. Infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other Intellectual Property Rights;
4. Infringe any right of confidence, right of privacy, or right under Data Protection Laws;
5. Constitute negligent advice or contain any negligent statement;



6. Constitute an incitement to commit a crime, instructions for the commission of a crime, or the promotion of criminal activity;
7. Be in contempt of any court or in breach of any court order;
8. Constitute a breach of racial or religious hatred or discrimination legislation;
9. Be blasphemous;
10. Constitute a breach of official secrets or business secrets legislation; or
11. Constitute a breach of any contractual obligation owed to any person.

You shall ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaints. Content shall be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children. Content shall not depict violence in an explicit, graphic, or gratuitous manner and shall not be pornographic or sexually explicit.

Content shall not be untrue, false, inaccurate, or misleading. Statements of fact contained in Content and relating to persons (legal or natural) shall be true, and statements of opinion contained in Content and relating to persons (legal or natural) shall be reasonable, be honestly held, and indicate the basis of the opinion.

Content shall not consist of or contain any legal, financial, investment, taxation, accountancy, medical, or other professional advice, and you shall not use the Services 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 publish such Content (e.g., lawyer, solicitor, medical doctor, tax advisor, etc.). Content shall 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.

Content shall be appropriate, civil, tasteful, and in accordance with generally accepted standards of etiquette and behavior on the internet. Content shall not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory, or inflammatory. Content shall not be liable to cause annoyance, inconvenience, or needless anxiety. You shall not use the Services 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. You shall not use the Services for the purpose of deliberately upsetting or offending others. You shall not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

You shall ensure that Content does not duplicate other Content available through the Services. You shall ensure that Content is appropriately categorized and organized. You should use appropriate and informative titles for all Content. You shall always be courteous and polite to other users of the Services.

You shall not, without our written permission, use the Services for any purpose relating to marketing, advertising, promotion, sale, or supply of any product, service, or commercial offering unless the Services are intended only or mainly for this purpose. Content shall not constitute or contain spam, and you shall not use the Services to store or transmit spam, which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications. You shall not send any spam or other marketing communications to any person using any email address or other contact details made



available through the Services or that you find using the Services. You shall not use the Services to promote, host, 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. You shall not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

You shall not use the Services for any purpose relating to gambling, gaming, betting, or any gambling-related activity. You shall not use the Services for any purpose relating to the offering for sale or distribution of drugs or pharmaceuticals unless you are a member of a special profession that allows you to use or publish such Content (e.g., medical doctor or member of a state-regulated pharmaceutical company). You shall not use the Services for any purpose relating to the offering for sale or distribution of guns or other weapons unless you are a member of a special profession that allows you to use or publish such Content (e.g., state-licensed manufacturer of guns or other weapons, state authority, etc.). You shall not use the Services for any purpose relating to the offering for sale or distribution of illegal material, radical right-wing propaganda, or rabble-rousing.

You acknowledge that we may actively monitor or check the Content and your use of the Services. You shall not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity by means of or in relation to the Services. You shall not link to any material by means of the Services that would, if it were made available through the Services, breach the provisions of these Terms.

The Content shall not contain or consist of, and you shall not promote, distribute, or execute by means of the Services, any viruses, worms, spyware, adware, or other harmful or malicious software, programs, routines, applications, or technologies. The Content shall not contain or consist of, and you shall not promote, distribute, or execute by means of the Services, any software, programs, routines, applications, or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## **7. Indemnification**

Unless prohibited by applicable law, you will defend and indemnify idOS Services, and its affiliates, directors, officers, employees, and Users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses, including all damages idOS Services 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.

## **8. Disclaimer**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS OF SERVICE, idOS Services 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. idOS Services 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 THAT 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 idOS Services. ADDITIONALLY, idOS Services 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, idOS Services EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

## **9. Limitation of Liability**

UNLESS PREVENTED BY LAW, idOS Services 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, idOS Services 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, idOS Services' LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL ACTS AND GROSS NEGLIGENCE SHALL BE UNLIMITED. IN ALL OTHER CASES, THE LIABILITY OF idOS Services IS EXCLUDED.

## **10. Termination of Services**

You may terminate this Agreement at any time without notice and without stating reasons by contacting idOS Services in writing or simply by stopping your use of the Services. idOS Services reserves the right to terminate the Agreement with you at any time and for any reason. idOS Services 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 notice, liability, or other obligation to you.

We store your data for up to 14 days, counted from the date of your onboarding to idOS Services ID or until access to such personal data is to be provided by idOS Services to Integrators (as agreed between idOS Services and the Integrator). If you do not provide the necessary information and supporting documentation in due time (e.g., usually within 14 days) in connection with your account or verification for an Integrator, you understand and agree that we may delete your account and/or all information associated with it without any notice to you. If you or idOS Services terminate this agreement, idOS Services 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.

## **11. Privacy**



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

idOS Services' 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 instruct us to do so.

If you no longer have an account at idOS Services and we no longer provide your personal data to Integrators, you instruct us to, if so required by idOS Services in its sole discretion, retain your email address for the limited purpose of sending you updates about our Services, including improvements, marketing communications if and as agreed by you, technical updates, maintenance, Deals, and any other relevant information.

## 12. General Provisions

These Terms constitute the entire agreement between you and idOS Services unless a separate agreement has been formed between you and idOS Services. 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 idOS Services 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 idOS Services, after they are posted, or as soon as the 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, 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 confirm 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 idOS Services 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 idOS Services' 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 idOS Services does not take action right away, this does not mean that idOS Services 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 idOS Services CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.