

FRACTAL ID TERMS OF SERVICE

effective 02.11.2023

1. Introduction

Fractal ID is a “**Service**” provided by Trust Fractal GmbH (“**Fractal**”, “**we**” or “**us**”), located at Wiener Straße 10, 10999 Berlin. “Integrators” (“**you**” or “**your**”) are the persons or entities that use the [onboarding link](#) made available in the [idOS Documentation](#) (“**Onboarding link**”) for the purposes of testing on-boarding “**Users**” in their services using Fractal ID, usually before signing a Service Agreement that will regulate the provision of Services by Fractal to the Integrator. Depending on the context, “**You**”/“**Your**” might also refer to the person accepting the Terms of Service (“**Terms**”) on behalf of a legal entity. Your use of Fractal ID as an Integrator is subject to these Terms of Service. By using the onboarding link to onboard users, you are agreeing to these Terms of Service. You agree to comply with these Terms of Service and that these Terms of Service govern your relationship with us. Please read the Terms of Service carefully.

2. Definitions

The capitalized words and terms you find throughout these Terms of Service are defined concepts. The first time a defined concept is explained, we capitalize the word or term that represents it inside quotation marks (e.g., “**KYC Levels**” in Section 3) and, throughout the Terms of Service, we use the capitalized word or term when we refer to the concept. We consider that some of the defined concepts can be difficult to grasp without further explanation. Hence, to help you read and interpret these Terms of Service, in this section we list and further explain such concepts. This is not an exhaustive list of the defined concepts in these Terms of Service, but rather a further explanation of those defined concepts we find more difficult to grasp.

Fractal’s Personnel	Is any employee, assistant, freelancer of Fractal or of any entity contracted by Fractal, as the case may be.
Integrator	Is the natural or legal person that uses the onboarding link for the purposes of testing on-boarding users in their services using Fractal ID or otherwise implements such onboarding link within their own applications or services.
Software Services	The software services detailed in Clause 3 of these Terms of Service.
Verification Services	The verification services detailed in Clause 3 of these Terms of Service.
Attribute	A characteristic or property of a User.
Attestation	Attestations are processes that Fractal ID follows to establish the truth about a specific Attribute or set of Attributes of a User.

Verifications	A Verification represents that the full set of Attestations included in the KYC Level or Add-on was carried out and resulted in the confirmation of the truth about a specific Attribute or set of Attributes of a User.
KYC Levels	A KYC Level is a predetermined set of Attestations that you can Request.
Add-on	An Add-on is an Attestation that you can or need to Request when Requesting some or all of the KYC Levels.
Request/Requesting a KYC Level or an Add-on	Requesting a KYC Level or an Add-on means querying Fractal ID about the existence or lack of the corresponding Verification for the User and, when the User lacks the Verification, a solicitation for the Attestations to be carried out in the hopes that such Attestations lead to desired Verification.
Indemnified Person	Are all of Fractal's shareholders, directors, officers, partners, principals, employees, agents and consultants.

3. General Description of Fractal ID

“**Fractal ID**” is a set of Software Services owned, licensed, managed, and/or developed by Fractal and Verification Services performed by “**Fractal’s Personnel**” through which certain characteristics or properties (“**Attributes**”) of the Users are verified (together, the Software Services and the Verification Services are denominated the “**Services**”). Fractal ID offers the “**KYC Levels**” and “**Add-ons**” listed in the [API documentation](#) (“**API Documentation**”). Each KYC Level and Add-on includes processes to verify the truth about different Attributes of the Users (“**Attestations**”).

Upon using the Onboarding Link, **YOU SHALL ONLY REQUEST THE UNIQUENESS LEVEL** (“**Request**” or “**Requesting**” a KYC Level or Add-on), as defined the API documentation. As the purpose of the onboarding link is to provide a way for Integrators to test onboarding users to their services via Fractal ID, for requesting any other KYC Level or Add-on other than the Uniqueness Level provided via the Onboarding Link, **YOU MUST FIRST AGREE TO AND SIGN A SEPARATED SERVICE AGREEMENT WITH US**. Fractal ID is fully available through the internet, which means its use by Integrators does not require installing any software, downloading any version, or any equivalent action.

Fractal does not make any commitments with regard to any Service Levels Objectives in relation to the Services. Dedicated account manager and customer service for onboarding and verification of the Integrator’s Users is explicitly excluded from the Services under these Terms.

Fractal may at any time and at Fractal's sole discretion, modify, supplement or remove any element of the Services as well as change, limit or discontinue any of the Services. 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.

No more rights to use and exploit the Software are granted to you besides what is set forth under these Terms and you are bound to all other software licenses associated with the Software. You shall only access and use the Software and Fractal ID by using the onboarding link to test onboarding users to your services via Fractal ID. Other than as specifically provided in this Terms, Fractal does neither guarantee nor assure a specific feature of the Software. Technical data, specifications, and other related documentation solely serve as a service description and are no guarantees in a legal sense.

4. Fractal ID Integrators Account

a) Conditions for accepting the Terms of Service

You may not accept the Terms of Service if you are not of legal age to form a binding contract with Fractal.

You may only accept the Terms of Service on behalf of a legal entity if you have the authority to bind that legal entity to the Terms of Service. If you accept the Terms of Service on behalf of a legal entity, the legal entity is the Integrator.

You may not accept the Terms of Service if you are barred from using or receiving the Service under the laws applicable to you or any orders issued by regulators and/or authorities with jurisdiction over you.

You may not accept the Terms of Service if you, or any director, advisor or other person having a direct or indirect beneficial interest in the Integrator (when the Integrator is a legal entity):

1. was or is, or was or is affiliated with any person or entity that was subject to sanctions by any country, government or international organization;
2. was or is, or was or is affiliated with any person or entity that was subject of investigation by any country or government for activity related to past, current or proposed commercial activities;
3. is organized or resident in a country or territory subject of country-wide or territory-wide sanctions.

You shall not:

1. Utilize Fractal ID or any of Fractal's 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 Fractal ID for a third-party or enable a third-party to use Fractal ID;
3. Reverse engineer or attempt to extract the source code from any component of Fractal ID;
4. Introduce in Fractal ID any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
5. Defame, abuse, harass, stalk or threaten others, or discriminate Users based on racial or ethnic origin, political opinions, religious or philosophical beliefs, sex life or sexual orientation;
6. Interfere with or disrupt in any way Fractal, Fractal ID or the servers or networks providing Fractal ID.

Fractal may refuse, limit or suspend access to Fractal ID or the Services if Fractal reasonably suspects or knows that you utilize or have utilized Fractal ID or the Services in breach of this Section 4.

You agree that you will obtain all licenses, registrations, permits or certifications and similar authorities as required by its national jurisdiction for the collection, processing and storing of Personal Data and that you maintain any and all insurance coverage as required by its national jurisdiction. Should any license or insurance coverage discussed under this Section fall out of good standing, you will immediately notify Fractal and Fractal may immediately suspend the provision of Services in this Terms until such license or coverage is in good standing.

By accepting these Terms of Service, you represent and warrant that you (for the avoidance of doubt, the Integrator or the person representing it) meet all the conditions required to accept these Terms of Service and have no impediments to accept these Terms of Service according to this Section 4 (a).

b) Registration

You may be required to provide certain information (such as identification, business or trade name, physical address, email, phone number, business identification number, regulatory status, URL, the nature of the business or activities, identification of beneficial owners, principals, directors, contact details of the internal Fractal ID developer account administrator) as part of the registration process for Fractal ID, or as part of your continued use of Fractal ID. Any information you give to Fractal will always be accurate and up to date and you will inform us promptly of any updates. The information you provide must not misrepresent or mask the identity of the Integrator, i.e., the person or entity actually using or benefiting from the Service. You must always disclose, when requested to do so, who the Integrator, i.e., the person or entity actually using or benefiting from the Service, is. You are responsible for obtaining any consents legally required for the provision of any information required by Fractal in this context at all times for the duration of your use of Fractal ID. Fractal can, at its own discretion, at any time, suspend your access to Fractal ID if you refuse to provide any information requested in this context, or if Fractal becomes aware that the provided information is incorrect or expired, until you provide or correct the information.

5. No right to use Fractal ID

a) No access authorization

ANY USE OF FRACTAL ID FOR REQUESTING ANY OTHER KYC LEVEL OR ADD-ON OTHER THAN THE UNIQUENESS LEVEL PROVIDED WITHIN THE ONBOARDING LINK WITHOUT A SERVICE AGREEMENT IS STRICTLY PROHIBITED AND FRACTAL RESERVES THE RIGHT TO BLOCK YOUR ACCESS TO FRACTAL ID AT ANY TIME WHEN THAT IS THE CASE. No rights to use and exploit Fractal ID are granted to you through these Terms of Service.

b) No assignment of intellectual property rights

Fractal retains all rights, titles, and interests in and to Fractal ID, including without limitation all relevant applications within Fractal ID (“**Software**”) and all logos and trademarks reproduced through Fractal ID, and these Terms of Service do not grant you any intellectual property rights in Fractal ID or any of its components, including without limitation the Software.

c) Prohibited use

Upon entering into these Terms of Service, and unless you entered into a Service Agreement that states otherwise, you may not (or allow those acting on your behalf to) request any KYC Level or Add-on other than the Uniqueness Level provided within the onboarding link. **USING FRACTAL ID TO REQUEST ANY OTHER KYC LEVEL OR ADD-ON IS SUBJECT TO THE TERMS SET FORTH IN THE SEPARATE SERVICE AGREEMENT BETWEEN YOU AND FRACTAL.**

Additionally, you may not, through any authorized or unauthorized use of Fractal ID:

1. Utilize Fractal ID or any of Fractal's 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. Reverse engineer or attempt to extract the source code from any component of Fractal ID, and in particular the Software;
3. Introduce in Fractal ID any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
4. Defame, abuse, harass, stalk or threaten others, or discriminate Users based on racial or ethnic origin, political opinions, religious or philosophical beliefs, sex life or sexual orientation;
5. Interfere with or disrupt in any way Fractal, Fractal ID or the servers or networks providing Fractal ID.

6. User's data

You acknowledge and agree that Fractal, at its sole discretion, may process data collected from the Users for its own purposes according to the end user agreements we enter into with Users, regardless of whether your use of Fractal ID is authorized or unauthorized. Fractal agrees that you shall not have any liability for such processing.

You have no ownership interest in any Verification issued on your behalf. All access to Verifications are controlled by the Users to whom a Verification was issued and Fractal may use a Verification for our own purposes in any way we deem fit, under a separate business relationship established between the User and Fractal to which you have no claim whatsoever. You agree that Fractal may, in accordance with and as authorized under Fractal's separate agreement with the User, forward the User's Personal Data and any related customer due diligence data to third parties on your behalf.

7. Data Privacy

You must undertake all necessary technical and organization methods to safeguard User Personal Data that you collect, receive, transmit, process and/or store from Fractal ID against accidental, unauthorized, or illegal access, use, or disclosure of that data. You agree to maintain compliance with all applicable data privacy laws and data processing agreements. You will be responsible for your own compliance with said laws and agreements when collecting, receiving, transmitting, processing and/or storing User Personal Data. You must ensure that the necessary consents, end user agreements, and privacy policies are agreed to by Users and are prominently identified or located where Users download or access any application or service utilizing data from Fractal ID. You may only use Personal Data through Fractal ID in strict accordance with said consents, end user agreements, and privacy policies.

When agreeing to these Terms of Service, you also agree to the applicable Appendix to the individual relationship between Fractal and the Integrator of Fractal's general terms and conditions for data protection which contain all versions of the EU standard contractual clauses, the UK International Data Transfer Agreement, and other Data Protection Agreements that automatically become part of all agreements concluded with Fractal. By entering into an agreement with us, you automatically agree to these terms and conditions, available here: <https://fractal.id/documents/general-tc-for-data-protection>. Any changes Fractal makes to these terms and conditions apply automatically so you need to review these from time to time. In case the you are based in the European Union the Standard Contractual Clauses 2021/915, Appendix 1, are applicable. In case you are based outside of the European Union in a third country, the Standard Contractual Clauses 2021/914, Module two, Appendix 3, are applicable if you are the controller and Fractal the Processor; the Standard Contractual Clauses 2021/914, Module Four, Appendix 5, are applicable if you are the Processor and Fractal is the Controller; the Standard Contractual Clauses 2021/914, Module one, Appendix 2, are applicable if both parties are joint controllers. In case you are based in the United Kingdom Appendix 11 shall apply.

In doing so, you acknowledge that if Fractal is collecting, storing, transferring and/or otherwise processing Users' data to meet your own legal requirements (e.g. for customer due diligence) then Fractal acts as a data processor on your behalf under the terms of the General Terms and Conditions for Data Protection exclusively for those purposes. You are solely responsible for determining and notifying Fractal of your legal requirements, and Fractal cannot guarantee that applicable laws allow Fractal to act as a data processor for you. If you do not know or cannot determine your own legal requirements, then you acknowledge Fractal must assume that such do not exist. You acknowledge that Fractal will otherwise act as a data controller for User data.

On your request, Fractal may agree to directly transfer Personal Data to your processors. The Integrator guarantees that, by instructing Fractal to transfer the aforementioned data to its processor(s), the adequate measures for processing and transferring of data are properly and timely taken, as established in Articles 28 and 44 et seq. of the GDPR. Fractal, at its sole discretion, may process Personal Data for its own purposes according to the end user agreements it undertakes with Users. The Integrator expressly acknowledges and agrees that Fractal may undertake such separate processing. Fractal agrees that the Integrator shall not have any liability for such processing.

8. Confidentiality and non-compete

You shall treat as confidential all Confidential Information gathered in connection with the performance of this Terms. Confidential Information we disclose to you is and will remain our sole and exclusive property. The confidentiality obligations contained herein shall survive for a period of four (4) years after this Terms are terminated. The confidentiality obligations contained herein are to be read in conjunction with those in any non-disclosure agreement if executed by and between the you and Fractal either prior to or at the time of executing this Terms and for this purpose that non-disclosure agreement will be treated as a part and parcel of this Terms.

"Confidential Information" means all information provided by us in oral, written or machine-readable form, which (i) is not generally known, and (ii) we use reasonable efforts to protect and (iii) identify in writing as confidential. Confidential Information also includes information that has been disclosed by a third party that is required to be treated as confidential. Confidential Information does not include any information that is proven to be (i) already available to the general public; (ii) in your possession prior to disclosure of the information; (iii) disclosed by a third party who is under no obligation towards us to hold that information in confidence; or (iv) independently developed. It will also include all the confidential information as described in any non-disclosure agreement executed by and between Fractal and you either prior to or at the time of executing this Terms and for this purpose that non-disclosure agreement will be treated as a part and parcel of this Terms.

When available, Integrator Credentials are intended to be used by you and identify you. You will keep your Integrator Credentials confidential and make reasonable efforts to prevent and discourage other entities from using your Integrator Credentials. Integrator Credentials may not be embedded in open source projects.



You shall not use Fractal Confidential Information to compete with us, solicit or attempt to solicit, directly or indirectly, any person or entity who is our client or employee, or a “Vendor” who provides goods or services to us, if with such solicitation you intend to induce the person or entity to restrict their business or relationship with Fractal or provide you with services that you would otherwise obtain through Fractal.

9. Termination

a) Termination rights

You terminate these Terms of Service by ceasing to use the onboarding link and removing your integration of Fractal ID while notifying us of the same at support@fractal.id. Fractal reserves the right to terminate the Terms of Service with you by braking the onboarding link or discontinue Fractal ID or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you. In particular, but without limitation, Fractal reserves the right to do so for any reason expressly stated in these Terms of Service and if:

- a) You use Fractal ID in a prohibited way, as established in Section 5 (c) of these Terms of Service, or you violate these Terms of Service in any other manner;
- b) Fractal is subject to any relief proceedings under any law for the relief of debtors (including bankruptcy, insolvency, reorganization or liquidation proceedings);
- c) You violate data privacy regulations or obligations, intentionally or negligently;

b) Your obligations post-termination

Upon any termination of the Terms of Service:

1. All software, documentation or materials belonging to Fractal shall be either returned to the respective owner or destroyed in evident manner, unless the respective owner instructs otherwise. Fractal shall have a right to retain copies of documentation, software and materials.
2. You will immediately stop using Fractal ID and remove all implementations of Fractal ID on your website or applications and all mention of Fractal in publicly accessible formats, if such exists, and Fractal reserves the right to block your access to Fractal ID.

Confidentiality and non-compete obligations as well as data privacy and protection obligations shall survive the termination of this Terms of Service.

10. Warranties

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS OF SERVICE AND IN THE SEPARATE SERVICE AGREEMENT, NEITHER FRACTAL NOR ITS VENDORS MAKE ANY SPECIFIC PROMISES ABOUT FRACTAL ID. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF FRACTAL ID, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. IN PARTICULAR WE DO NOT MAKE ANY COMMITMENTS ABOUT FRACTAL ID'S ABILITY TO MEET ANY LEGAL, REGULATORY, COMPLIANCE, CONTRACTUAL OR ANY OTHER SORT OF OBLIGATIONS OR REQUIREMENTS THAT YOU MIGHT HAVE, OR ABOUT FRACTAL ID



ACHIEVING ANY LEVEL OF ASSURANCE WHEN ISSUING A VERIFICATION. WE PROVIDE FRACTAL ID "AS IS".

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 AND IN THE SEPARATE SERVICE AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

You warrant that:

1. To the extent required by applicable law, you will not use Fractal's Services or your services to engage in or support any unlawful activities;
2. You have obtained all required legal and/or statutory advice and confirms that compliance with applicable laws, including any laws or regulations in relation to the your Services, permit the engagement of Fractal by you and/or the provision of Services to you by Fractal, and the Services as listed in the Terms or otherwise disclosed in writing to you are suitable for and compliant with any applicable laws. You warrant that you are responsible for ensuring the accuracy and legality of the above confirmation and acknowledges that Fractal shall provide the Services as per the Terms, in full reliance on the above confirmation, without any obligation of advice or confirmation thereof;
3. You warrant that you maintain in good standing all licenses, registrations, permits or certifications and similar authorities as required by its national jurisdiction and that upon request the Integrator can produce evidence of such licenses, registrations, permits or certifications and similar authorities;

Except as otherwise expressly provided in this Terms, Fractal makes no representation or any kind nor extends any warranty of any kind, either express or implied, to you with respect to any technology or other subject matter of this Terms and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights of third-parties with respect to any and all of the foregoing. Fractal expressly does not warrant that the Services or the Software are suitable or sufficient to meet any legal, regulatory, compliance, contractual or any other sort of obligations or requirements that you may have.

You warrant what is specified in Section 4 (a) above.

Fractal and the Integrator commit to remedy their respective breaches to the warranties provided under these Terms of Service, immediately and at their cost, without prejudice to the termination rights set forth in Section 9 (a) above.

11. Liability

a) Limitation of liability

Notwithstanding anything to the contrary contained in this Terms or applicable national laws, Fractal is not liable to the Integrator or any other person, under any legal theory on which a claim is based, including in contract, tort or otherwise, for any consequential, exemplary,

incidental, indirect, special or punitive damages, including lost profits or revenue, expenses incurred for replacement services or labor, pure economic loss, attorney's fees, loss of data, interruption of service, interest, damages resulting from breaches of confidentiality, or any other damages arising out of the provision of the Services by Fractal or the use of the Services by the Integrator, even if such damages are foreseeable, and whether or not the Integrator or Fractal has been advised of the possibility of such damages.

Fractal is not liable in any way for the suitability of Fractal's Services or Software for the Integrator's own services or to meet Integrator's legal, regulatory and/or contractual obligations, nor for any negligent or unintentional representation in relation thereto.

Any damages for which Fractal is found liable by a competent court shall be limited to 10 EUR (ten euros). In the case of claims that are based on intent, recklessness or gross negligence on Fractal's part or that any of the preceding liability disclaimers or limitations in this Clause are superseded by German Law, Fractal's liability shall be construed strictly with the provisions of applicable German law. In no event shall Fractal be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise by any third-party against the Integrator arising from, out of or in connection with the Integrator's use of the Services in contradiction to Integrator's obligations in this Terms.

In all other cases not specifically listed in this Clause, Fractal's liability towards the Integrator is excluded. All limitations and exclusions according to this Clause also apply to Fractal's legal representatives and assistants or any of Fractal's other Personnel if claims are asserted directly against them.

The Integrator shall be liable for any and all foreseeable and occurring damages incurred by Fractal caused by the Integrator's own improper storage, processing, and/or transmission of User Personal Data including all damages Fractal may incur under Art. 82 of the GDPR. The Integrator will be liable for any and all foreseeable and occurring damages resulting from Integrator's omissive or improper issuance of instructions, notifications or other communications as required under Art. 24, 26, or 29 (and any other article) of the GDPR that directly cause Fractal to be in violation with the GDPR.

b) Indemnification

The Integrator, at its expense, shall defend, indemnify, and hold harmless Fractal and/or the Indemnified Person to the fullest extent permitted by law if the Indemnified Person was or is or becomes a party to or witness in, or is threatened to be made a party to or witness in, any threatened, pending or completed action, lawsuit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, whether civil, criminal, administrative, investigative or other legal theory, including all damages Fractal may incur under article 82 of the Regulation (EU) 2016/679 (General Data Protection Regulation, the "**GDPR**") (the "**Claim**"), directly or indirectly related to the Integrator's breach of its obligations under this Terms and/or from the Integrator's use of Fractal's Services under this Terms against any and all expenses, including (but not limited to), attorney's fees and all other costs, expenses and obligations, judgments, fines, penalties and amounts paid in settlement, actually and reasonably incurred by the Indemnified Person in connection with investigating,

attempting to amicably resolve, preparing for, defending or participating in (including on appeal) such Claim.

Fractal agrees that all settlement amounts to be paid by Fractal and/or the Indemnified Persons for Claims with third-parties under the above Clause must first be approved by the Integrator. The Integrator agrees that such approval shall not be unreasonably withheld, content or time-wise. Notwithstanding the above Clause, the Integrator will not be required to defend or indemnify Fractal and/or the Indemnified Persons to the extent Fractal and/or the Indemnified Persons' losses or expenses are caused by their own gross negligence or intentional misconduct.

In particular, and without prejudice to the prohibition foreseen in Section 5 and the termination rights foreseen in Section 9, if you use Fractal ID to Request any other KYC Level or Add-on against the prohibition foreseen in Section 5 (c), you shall pay Fractal the fees applicable to the onboarding of Users under such KYC Level or Add-on, which corresponds to a fee of 8 (eight) EUR per User onboarded, regardless of the KYC Level or Add-on.

12. General Provisions

a) Modification

We may modify these Terms of Service, the API Documentation, and any other documents linked or referred to in these Terms of Service (together, "**Documents**"), or any portion of the Documents to, for example, reflect changes to the law or changes to the functionalities of Fractal ID. You should look at these documents regularly. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted, or as soon as applicable law allows, whichever is later. Any changes addressing new functions of Fractal ID, in particular of Fractal ID API, or changes made for legal reasons will be effective immediately and do not require any notice whatsoever. If you do not agree with the modifications to the Documents and/or to the functionalities of Fractal ID, you should terminate these Terms of Service. Your continued use of Fractal ID constitutes your acceptance of the modification to the Documents and/or to the functionalities of Fractal ID. 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.

b) Assignment and Subcontracting

You agree that Fractal shall be eligible to subcontract or assign at its sole discretion to suitable subcontractors of Fractal's choice all or part of the Services provided for in this Terms, as determined by Fractal. You shall support in good faith the implementation of such subcontracting processes.

You may not assign rights under this Terms including its Annexes without the prior written consent of Fractal.

c) Entire agreement

The Terms of Service supersede any prior or contemporaneous agreements on this subject matter, unless the agreement explicitly states that it supersedes the Terms of Service (partly or completely) and **EXCEPT FOR ANY SERVICE AGREEMENT, WHICH IN ANY CASE SUPERSEEDS THESE TERMS OF SERVICE.**

d) General legal terms

You and Fractal each agree to contract in the English language. If we provide a translation of the Terms of Service, we do so for your convenience only and the English Terms of Service will solely govern our relationship.

You are not entitled to set-off, unless your counterclaims are legally established or undisputed.

In case one or more of the provisions of this Terms including its Annexes should be held invalid, illegal or unenforceable in any respect for any reason, the invalidity, illegality or unenforceability shall not affect any other provision in this Terms including its Annexes or the Terms including its Annexes as a whole. The invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that in legal and economic terms comes closest to what the parties would have intended if they had been aware of the invalidity, illegality or unenforceability of such provision.

The Terms of Service do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms of Service 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. Without prejudice to the provided in Section 11, we are not liable for failure or delay in performance to the extent it is caused by circumstances beyond our reasonable control, including without limitation, fire, flood, war or riot, acts of civil or military authority (including governmental priorities), cyber-attacks, severe weather, strikes or labour disputes or labour shortages. If you do not comply with the Terms of Service, 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 it turns out that a particular term is not enforceable, this will not affect any other terms.

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