

Terms of Service

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1. Welcome to TezID

- (1) Thank you for using TezID.
- (2) These Terms of Service (“**Terms**”) govern your use of the TezID proof registration platform, including the website tezid.net and software/mobile applications such as the TezID web app (“**Services**”).
- (3) The Services allows users to prove that they own and control certain properties or identities. Proof of ownership is established by verification from the TezID oracle database (“**Proof**” or “**Proofs**”).
- (4) The Services are all owned and operated by Surf Labs AS, Norwegian org.nr. 927 669 277, (“**TezID**”, “**we**” or “**us**”).
- (5) By using the Services or accessing any content or material that is made available by TezID or its users through the Service, you understand and agree to accept and adhere to the following terms and conditions as stated herein.
- (6) Your agreement with us includes these Terms and our Privacy Policy, which may be reviewed and accessed here: <https://tezid.net/privacy-policy.pdf>. The Terms, our Privacy Policy and any additional terms or agreements that you have agreed to are referred to as the “**Agreements**”.
- (7) Please read the Agreements carefully as they contain important information about the Services provided to you, and any fees and charges applicable to the Services. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you do not agree with or cannot comply with the Agreements, please cease from using the Services immediately.
- (8) The Terms apply regardless of whether you register a Proof or use the service as a visitor. Those who register a Proof are hereby referred to as “**Users**”, the “**User**” or “**you**”.
- (9) Please contact TezID at support@tezid.net if you have any questions about these Terms.

2. Permitted Use

- (10) You may use the Services if you are 18 years or older, capable of forming a legally binding contract with TezID and not barred from using the Services under applicable law.
- (11) You must connect your wallet to the TezID app to register at Proof and use the Services. .
- (12) You vouch that your Tezos address is correct and that it belongs to you. .

- (13) You promise that no other person shall be allowed to use or control your key information and Proof, or in any other way make use of the rights conferred to you pursuant to the Agreements. You acknowledge that you are fully responsible for your keys and Proof, and that you will notify us immediately of any unauthorised use. .
- (14) A company, organization or legal entity ("**Organization**" or "**Company**") may register a Proof with TezID. All mention of Users, the User or you in these Terms are applicable to both the Organization that is registered and the person who registers on behalf of the Organization.
- (15) When registering a Proof for an Organization, you confirm that you have the authority from the business to use the wallet and register a Proof, and enter into an agreement with TezID.

3. Responsible Use and Conduct

- (16) By visiting our Services or through accessing the information, resources, services, products, and tools we provide, either directly or indirectly, you agree to use these only for the purposes intended as permitted by (a) these Terms, (b) our Acceptable Use Policy and (c) applicable laws, regulations and generally accepted online practices or guidelines ("**Acceptable Use**"). You may find the current Acceptable Use Policy in Clause 4 of this agreement. We reserve the right to change the Acceptable Use Policy at any time without notice.
- (17) You understand and agree that in the event of a violation of the Acceptable Use Policy we may immediately deactivate your Proof.

4. Acceptable Use Policy

- (18) By visiting and accessing our Services you understand that:
 - a. In order to access our Services, you may be required to provide certain information as part of the registration process or as part of your ability to use the Services. You agree that any information you provide will always be accurate, complete, correct and up to date.
 - b. You are responsible for maintaining the confidentiality of any secret information associated with the wallet you use to access our Services. Accordingly, you are responsible for all activities that occur under your wallet.
 - c. Accessing or attempting to access any of our Services by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access or attempt to access any of our Services and through any automated, unethical, or unconventional means.
 - d. Engaging in any activity that disrupts or interferes with our Services, including the servers and/or networks to which our Services are located or connected, is strictly prohibited. You specifically agree not to avoid or otherwise circumvent any

technological measure implemented by TezID.

- e. Accessing or attempting to access or tamper with any non-public areas of the Services is strictly prohibited.
- f. Attempting to copy, duplicate, reproduce, sublicense, sell, trade, create derivative works or resell our Services and metadata is strictly prohibited. You agree not to use any robot or other automated device to operate, monitor or copy the contents of the Services.
- g. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, and you may incur criminal or civil liability.
- h. To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless TezID and any parent company and affiliates, their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Acceptable Use Policy or the failure to fulfil any obligations relating to your Proof incurred by you and any other person using your Proof.
- i. If you use the Service in violation of the Terms or if TezID suspects that such abuse exists, TezID may deactivate the User's Proof on a temporary or permanent basis. The same applies if Users perform actions that are contrary to Norwegian law. The Proof may be deactivated with immediate effect and without notice.
- j. Criminal matters carried out by the User or others may be reported to the police.

(19) TezID reserves the right to monitor the access to or use of the Services to ensure compliance with the Acceptable Use Policy, and to investigate any violations of these Terms.

5. License to Use

(20) The Services are the property of TezID. We grant you as a User of the Service a limited, non-exclusive, non-transferable, revocable license, with no right to sublicense, to access and make use of the Services for non-commercial use ("**License**"). This License shall remain in effect until and unless terminated by you or TezID. You promise and agree that you are solely using the Services for non-commercial related purposes and that you will not seek to commercialize the Service. Except for the rights expressly granted to you in these Agreements, TezID grants no right, title, or interest to you in the Service.

(21) The Service is provided to you as a User in the form of a limited use license. Any copyright, trademark, service mark or other proprietary rights are thus not conferred upon you as a User of the Service. TezID retains ownership of all copies of TezID software and the Service in general, even if you as a User have downloaded this to your personal computers, mobile phones, tablets and/or other devices. You may not resell, license, crudely over or otherwise exercise any proprietary rights

relating to the TezID software beyond making use of the Service.

- (22) All TezID trademarks, service marks, trade names, logos, domain names, and any other features of the TezID brand (“**TezID Brands**”) are the sole property of TezID. The Agreements do not grant you any rights to use any TezID Brands for any purpose, whether for commercial or non-commercial use. You specifically agree not to use or display any element within the Services or any other proprietary information without TezID’s prior written consent.
- (23) TezID may in its sole discretion take such actions as it deems fit in order to protect the intellectual property rights of any intellectual property owner.

6. Security

- (24) To maintain control over the wallet and Proof and to prevent anyone from accessing them, you should maintain control over the devices that are used to access the Service and not reveal the password or any key information details associated with your Proof with anyone.
- (25) You acknowledge that you are fully responsible for preventing unauthorised use of your Proof by any other than you. We reserve the right to deactivate your Proof in order to protect you, TezID or our partners from any attempts of identity theft or other fraudulent activity.

7. Payment Solutions

- (26) Payment for the Services is made with Tezos tokens (“**tez**”) through the Tezos blockchain. The Tezos network has their own fees, in which the User will pay according to Tezos’ terms and conditions.

8. Taxes and Fees

- (27) The Users are responsible for paying taxes and fees that may accrue to the individual in connection with the purchase and use of the Services.

9. Right to Analyse Data

- (28) TezID reserves the right to collect and use all collected data for analytical purposes in order to improve the Services, as also stated in our Privacy Policy (“**Right to Analyse Data**”).
- (29) The Right to Analyse Data does not comprise encrypted user data, such as, but not limited to, kyc verification data.

10. Warranty and Disclaimer

- (30) Although TezID will endeavour to provide the Service in the best possible way without interruptions, you understand and agree that the Service is provided “as is” and “as available” without any express or implied warranty, condition, or assurance of any kind.

- (31) Although TezID will do its best to deliver a good Service, there is no guarantee that the Service will be secure, error-free, without viruses or malicious software, or meet any kind of performance or quality requirements.
- (32) There is no guarantee that the Service will be available at all times. We do not guarantee that your use of TezID will meet your needs or requirements, nor do we guarantee that your use of TezID will be uninterrupted, timely, safe, or free from errors. We do not guarantee in any way that the information obtained through the use of the Service and resources is correct or reliable. We also cannot guarantee that any failures in operation or functionality of the Service or any other resources we offer will be repaired or corrected.
- (33) You are using the Service at your own risk and for your own account. Any Services downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk, and you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download from the Service.
- (34) TezID and all owners of the Service will make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. TezID does not warrant that the Service is free of malware or other harmful components. In addition, TezID makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third-party applications (or the resources thereof), user content, or any other product or service offered by a third party on or through the TezID Service, any hyperlinked website or feature, or in any banner or other advertising. No information or advice, whether expressed, implied, oral or written, obtained by you from TezID or through any resources on our Services that we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms. This section shall apply to the greatest possible extent permitted under applicable law.

11. Third Party Disclaimer

- (35) The Services are integrated with third party applications, websites, services, and other channels ("**Third Party Applications**"). These Third Party Applications may have their own terms and conditions of use and privacy policies. Your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that TezID is not responsible or liable for the behaviour, features, information or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

12. Limitation of Liability and Indemnity

- (36) The use of the Service takes place at the Users own risk and the User assumes full responsibility and risk of any loss based on his own use, including, but not limited to, loss of use or data. In no event will TezID be liable for any direct, indirect, special, incidental, or liable damages, whether on the basis of contract law, damage (included, but not limited to, negligence), or otherwise related to, or as a result of, the use of the Service or Third Party Applications, even if TezID has knowledge of or

should have known about the possibility of such damages.

- (37) You hereby acknowledge and agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Service is to uninstall any TezID software and to stop using the Service.
- (38) Certain links and features of the Service may lead to websites, resources or tools maintained by a third party that is beyond TezID's control. Without limiting the foregoing, no direct or indirect warranties regarding such websites, resources, tools and links to such websites, resources, or tools, shall be construed as the acceptance of or support of TezID. Your only remedy for any problems or dissatisfaction related to third-party applications is to uninstall the Service or to stop using the Service. As with respect to TezID, your sole and exclusive remedy for any problems or dissatisfaction with third party applications or the resources thereof is to uninstall the Service or to stop using the Service.
- (39) The above disclaimers and limitations of liability apply to the fullest extent permitted by applicable law.
- (40) To the fullest extent permitted by law, you agree to indemnify and hold harmless TezID and its officers, directors, employees, donors, licensors and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfil any obligations relating to your Proof incurred by you or any other person using your Proof.
- (41) We reserve the right to take over the exclusive defence of any claim for which we are entitled to indemnification under these Terms. In such an event, you shall provide us with such cooperation as is reasonably requested by us.

13. Term and Termination

- (42) You may terminate the Agreements at any time. The Agreements will continue to apply to you until terminated by either TezID or you. TezID may terminate the Agreements or suspend your access to the Services at any time, including the event of your actual or suspected unauthorised use of the Services or non-compliance with the Agreements.
- (43) If you or TezID terminate the Agreements or if TezID deactivates your Proof, you agree that TezID shall have no liability or responsibility to you and that TezID will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.
- (44) You hereby acknowledge and agree that the perpetual license granted to TezID by you in relation to User Content will continue after expiry or termination of any of the Agreements for any reason.
- (45) TezID may not be able to remove the registered data upon the termination of the Agreements. All other sections of the Agreement that either explicitly or by their nature must remain in effect after termination of the Agreements, shall therefore survive termination.

14. Changes to the Terms

- (46) We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review the Terms periodically to familiarize yourself with any changes. Your continued use of the Services after such changes will constitute acknowledgement and agreement to the changed Terms. If you do not wish to continue using the Service under the new version of the Terms, you may terminate the Agreements by contacting us.
- (47) The price for using the Services varies over time. The price is subject to ongoing changes due to business decisions and fluctuations in the tez currency. We reserve the right to change the price for using the Services at any given time without prior written notice.

15. Governing Law and Jurisdiction

- (48) These Terms and any action related thereto shall be governed by Norwegian law.
- (49) In the event of disagreement and disputes regarding the Terms, Users of the Services agree that Sør-Rogaland District Court is the correct venue.

16. Assignment

- (50) TezID may freely assign or transfer the Agreements or any part of them and delegate any of its obligations under the Agreements without restriction.
- (51) You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements to any third party, without TezID's prior written consent. Any attempt by you to assign or transfer the Agreements without such consent shall be null.
- (52) Subject to the foregoing, these Terms shall be binding to the parties, their successors and permitted assigns.

17. Miscellaneous

- (53) These Terms together with the Agreements constitute the entire and exclusive understanding and agreement between you and TezID. These Terms together with the Agreements supersede and replace any prior understandings or agreements in relation to the subject matter of these Agreements, whether written or oral.
- (54) If any of these Terms are held invalid or unenforceable by a Norwegian court of law, that Term shall be enforced to the maximum extent possible and the other Terms remain in full force and effect.
- (55) TezID's failure to enforce these Terms shall not be considered a waiver of any rights under these Terms.