

## Terms of Use for the web3name Informational Website

# Application of These Terms of Use

For the web3name informational website (the "web3name.trusted-entity.io" or the "web3name Informational Website" or "Website") by B.T.E. BOTLabs Trusted Entity GmbH (hereinafter referred to as "BTE", "us", "we" or "our") a website with software as provided under <a href="web3name.trusted-entity.io">web3name.trusted-entity.io</a> (the "Software") and defined below these Terms of Use shall apply.

PLEASE READ THE TERMS OF USE CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT ACCESS OR USE THE SOFTWARE.

YOU ACCEPT THE TERMS OF USE, EITHER BY CLICKING TO SIGNIFY ACCEPTANCE, OR BY TAKING ANY ONE OR MORE OF THE FOLLOWING ACTIONS: ACCESSING OR USING THE APPLICABLE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF USE.

YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER AND HAVE THE RIGHT AND AUTHORITY TO ENTER AND COMPLY WITH THE TERMS OF USE.

## What web3name is

A web3name is a string added to a DID on the KILT blockchain (i.e. to an on-chain DID). Web3names are unique, i.e. a web3name already added to one on-chain DID cannot be added to a second on-chain DID. Prerequisite for a web3name is an on-chain DID on the KILT blockchain that is created from your KILT identity.

Claiming a web3name is done via the Sporran wallet (the "Sporran Software") as supplied through the website <a href="https://www.sporran.org/">https://www.sporran.org/</a> (the "Sporran Website) and is not subject of these Terms of Use.

Please note that web3name is not connected to your KILT Identity but everyone who knows your on-chain DID can find out your web3name and vice versa. Using the w3n.id website, which acts like a phone book, for any given on-chain DID on the KILT blockchain you can look up the web3name and any credentials that are publicly linked to it.

#### What the web3name Informational Website is

The web3name Informational Website acts as a guide to setting up a web3name and as an interface for linking your DID and web3name to any of your account addresses in the Polkadot ecosystem.

#### How the web3name Informational Website works

You can claim your unique web3name by following the step-by-step instructions on the website.

You may also link your on-chain DID, with your new web3name, to any accounts you have in the Polkadot ecosystem via the web3name informational website interface. In this way, people with your Polkadot ecosystem account address will be able to see your linked DID and web3 name and, vice versa, those with your web3name can see your public address.

# How linking your web3name to an account works

You can link your web3name to your Polkadot-ecosystem address using the interface on the Website by adding your DID and selecting both the account you wish to link to and the account you wish to pay the transaction fee from. This may but must not be the same account. Clicking "Link DID with account" will open the selected wallet/s to authorize linking on the DID and blockchain sides, and to authorize payment of the transaction fees.

Then the link from your DID to your account address is submitted to the KILT blockchain and linked.

More instructions on how to generate a paid on-chain DID and on claiming a web3name in Sporran (text and screenshots) are available on web3name Informational Website.

# How other people check which web3name, on-chain DID and account are connected

As all Information on blockchains is public and immutable, any information stored on a blockchain can be checked by other people or services for an indefinite period of time.

For example, w3n.id acts like such a phone book - check out their website and its current state to get an idea.

## **Your Commitments**

In your usage of on-chain DIDs and web3names in identifying another person or account, you will determine for your purpose if and to what extent you will trust -

depending on your legal, business or other requirements – that they represent enough trust that these are coming from the right person/entity or if you need further documents of proof and which ones for example in regards to their identity. As these processes are defined of the tools provided by us, we accept no liability in this respect.

## Liability

BTE is liable for damages that are based on an intentional or grossly negligent breach of duty by BTE, its legal representatives or various agents.

In the event of a breach of essential contractual duties, BTE shall only be liable for the contractually typical, foreseeable damage if this was simply caused by negligence. Significant contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and whose compliance you can regularly rely on.

The limitation of the two preceding paragraphs also apply to the legal representatives and various agents of BTE, if claims are asserted directly against them. The liability limitations resulting from the two preceding paragraphs do not apply insofar as BTE fraudulently concealed the defect or assumed a guarantee for the quality of the Software

Liability for culpable injury to life, limb and health and liability under Product Liability Act remain unaffected.

Any additional claims for damages are excluded.

## Risk information

The following risk information contains a list of risks associated with the use of the web3name.trusted-entity.io Website for creating on-chain DIDs, and web3names and linking account addresses. The list is not exhaustive. It is not excluded that further unknown or unpredictable risks exist.

Independent of the creation of on-chain DIDs and web3names but also to prevent others from using secret or personal data, please always keep the password and other access data to your devices, cloud solution and other data storage safe. Also, just like with any other private data, only send your DIDs and web3names or URLs to them to someone you trust that they respect your privacy and to someone who will not forward your personal data to anyone else or lose or publish it in any way detrimental to your privacy.

On-chain DIDs and web3names are created and used via your wallet – please check all the information, instructions and warnings given about your wallet by its provider and closely follow the advice given. Always ensure that you do not lose your access

data to your wallet and keep access to your wallet as well as the values, credentials, DIDs and the web3name stored in it safe from access by others.

Your on-chain DID and web3name are typically written on the blockchain. Also, service endpoints used to provide additional information are outside of this web3name.trusted-entity.io Website and outside your wallet and its functionalities. Errors, dysfunctionalities, including failure of the KILT blockchain or the technical ecosystem in which it lives may adversely effect the creation or usage of your on-chain DID and/or web3name as well as the linkage to your accounts.

Blockchains are public and do not forget - only write information on the blockchain that you feel fine about to be public for an indefinite period of time. Only link your on-chain DIDs and web3names to accounts that you publicly want to connect for anyone to see. Be aware that when an account is linked to a web3name, anyone with information on your web3name or on-chain DID can check out your accounts and vice versa. Be aware that this linkage might be visible for an indefinite period of time and that also the funds on such accounts as well as any linked information to it are public for an indefinite period of time.

You acknowledge and agree that we have no support, service level, or other obligations like these hereunder. Furthermore, you acknowledge and agree that changes in the web3name.trusted-entity.io Website, the on-chain DID and/or web3name or their usage in the ecosystem will from time to time occur and that they might at some point of time not work and not be supported anymore.

On-chain DIDs, web3names, the wallet used or other underlying software application may be the subject of hacking or other malicious interference by unauthorized third parties resulting in the loss, theft or other violation of data or change in the Software.

Communication via internet-based systems is fundamentally susceptible to data/information being read out and possibly even changed. We have no influence on which processes (now and in the future) run in the background of the web browser or the wallet used.

## Right to Change the Software and these Terms of Use

BTE reserves the right to change the Software and these Terms of Use as well as the commercial and non-commercial conditions for its usage.

Such changes will be made via uploading new or changed Terms of Use, Software, and/or other information to the Website and any usage of the Website will from that time on fall under these new Terms of Use, will be handled by the new version of the Website and will be for the commercial and non-commercial usage.

#### License to the Website

Copyright (c) 2022, built on KILT. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

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- All advertising materials mentioning features or use of this software must display the following acknowledgement: This product is built on KILT.
- Neither the name of KILT nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

Disclaimer: Limited Liability according to the Terms of Use of the Software.

(BSD 4-Clause)

#### Miscellaneous

These Terms of Use and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) unless the choice of law is legally prohibited.

If a term of this agreement to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

The place of performance and exclusive place of jurisdiction for all disputes arising from these Terms of Use and the entire legal relationship between the parties shall be BTE's registered office, unless choice of jurisdiction is legally prohibited.



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Requirements according to § 5 TMG (German