

# Terms and Conditions for Checkout Service

## 1. Application and Scope of These Terms and Conditions

- 1.1. For the usage for Checkout Service these Terms and Conditions (“**GTC**”) shall apply. The Services are provided to you via software (the “**Software**” or “**Checkout Service**”) created and run by B.T.E. BOTLabs Trusted Entity GmbH, Keithstraße 2-4, 10787 Berlin, Germany (hereinafter referred to as “**BTE**”, “us”, “we” or “our”). The software is published and you are free to check out the code under <https://github.com/BTE-Trusted-Entity/checkout.kilt.io>. The Terms and Conditions apply irrespective of whether you are a consumer, entrepreneur or merchant.
- 1.2. The Checkout Service enables you to perform on-chain transactions on the KILT blockchain, e.g. to generate on-chain DIDs, to claim a web3name, etc. without using the necessary KILT Coins to pay the transaction costs including a potentially required deposit. Over time additional functionalities might follow for which similar terms are applicable.
- 1.3. The version of the Terms and Conditions valid at the time of conclusion of the contract shall apply.
- 1.4. We expressly object to the inclusion of general terms and conditions of contractual partners. This also applies if terms and conditions of the contractual partner are attached or referred to in contractual documents as well as if BTE performs or accepts services in the knowledge of conflicting or deviating terms and conditions of the contractual partner.

## 2. Prerequisites for Using the Checkout Service

- 2.1. The Checkout Service is just one component in the usage of other technologies – it writes the transaction you prepared and signed on your device onto the KILT Blockchain and you will only have to pay our service fee for Checkout Service.
- 2.2. The Checkout Service communicates with the KILT blockchain and depends on its functionality. Errors, dysfunctionalities, including failure of the KILT blockchain or the technical ecosystem in which it lives may adversely affect the Checkout Service functionalities.
- 2.3. The preparation of transactions on the KILT blockchain and interaction with it is done directly through the wallet – the Sporrán. For more information about the Sporrán, please go to this link: <https://www.sporran.org/> Over time there might be other wallets also connecting to the service – in these cases, please check out their information and terms.

- 2.4. In Sporrán, you need to have an existing KILT address to which the information you want us to write unto the KILT Blockchain, e.g. Decentralized Identifier, your web3name, your credentials etc. can be attributed/linked.
- 2.5. The Checkout Service is used through the Sporrán wallet and depends on its functionality. Errors, dysfunctionalities, including failure of the Sporrán or the technical ecosystem in which it lives may adversely affect the Checkout Service functionalities
- 2.6. To make payment for the Checkout Service, you need a PayPal account with funds or otherwise connect your funds to PayPal. For more information on PayPal and their terms and conditions, etc., please go to this link: <https://www.paypal.com> Over time, the Checkout Service might accept other means of payment as well – in these cases, please check out their information and terms.
- 2.7. BTE shall not be liable for the availability or usability of the KILT Blockchain, Sporrán and PayPal (Hereinafter “Third-Party Technologies”), which are necessary for the use of the Checkout Service. Users must contact Third-Party Technology providers directly regarding any issues.

### **3. Process of the Checkout Service**

- 3.1. Even if your blockchain transaction is being paid for by the Checkout Service, you have to prepare this transaction in Sporrán and sign it there with your password to enable the Checkout Service to write your transaction on the KILT Blockchain on your behalf.

Therefore, the functionality of the KILT Protocol is used that allows using a proxy account, where the account that prepares a transaction and the account that takes over the interaction with the KILT blockchain can differ. For using that functionality, you must prepare each separate transaction in the Sporrán and hand it over to the Checkout Service for finalization onto the KILT blockchain.

- 3.2. You do not need to give any further permissions, grant a general access to your account or disclose private keys or passwords to access your account to us.

### **4. Conclusion of the Contract**

If you chose to use our Checkout Service in order to write certain identifiers to KILT Blockchain, you will be connected to the Checkout Service website where you need to approve the payment with PayPal. Such payment will only be deducted if you finish the order process. You will have a chance to review the selected Checkout Service as well as the respective identifier and the total costs prior to ordering our Checkout Service. By selecting the “Chargeable Order” button a binding contract with B.T.E. regarding the Checkout Service is concluded and we will execute the transaction with the KILT Blockchain.

## **5. Payment, Extra Costs, VAT and Data from PayPal**

- 5.1. The respective price stated in the Sporrان includes all fees required for the transaction as well as VAT.
- 5.2. When you use PayPal to pay us, PayPal will transfer the full amount in Euro to us. Should your account with PayPal contain other currencies, you might have extra costs on PayPal for exchanging your currencies to Euro. Any and all terms and conditions for the payment in PayPal is made through your contract with PayPal as a user and our contract with PayPal as a company.

## **6. Right of Withdrawal**

- 6.1. In principle, consumers have a statutory right of withdrawal when concluding a distance contracts, which we inform about below in accordance with the statutory model. The premature expiry of the right of withdrawal is regulated in clause 6.2. In clause 6.3. you will find a model withdrawal form.

### **Withdrawal policy**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (B.T.E. BOTLabs Trusted Entity GmbH, Keithstraße 2-4, 10787 Berlin, Germany, info[at]botlabs.org or go to Tech Support under <https://support.kilt.io/support/home> and click on "Contact Us") of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired

In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

- 6.2. Pursuant to Section 356 (4) No. 2 of the German Civil Code (BGB), your right of withdrawal shall expire prematurely upon complete performance of our service if you have agreed that the service is performed before the end of the withdrawal period.
- 6.3. You can use the following withdrawal form to withdraw:

### **Model withdrawal form**

- To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

**(\*) Delete where inapplicable.**

## **7. Liability**

- 7.1. Claims for damages are excluded. This limitation does not apply to claims for damages from injury to life, body, health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages which are based on an

intentional or grossly negligent breach of duty by BTE, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

- 7.2. In the event of a breach of essential contractual obligations, BTE shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless it is a matter of claims for damages by the customer arising from injury to life, body or health.
- 7.3. The restrictions of paragraphs 7.1. and 7.2. shall also apply in favor of the legal representatives and vicarious agents of BTE if claims are asserted directly against them.
- 7.4. BTE shall not be liable for the availability or usability of other Third-Party Technologies necessary for the use of the Checkout Service. Users must contact Third Party Technology providers directly regarding any issues. You acknowledge and agree that we have no support, service level, or other obligations like these third-party technologies.

## **8. Right to Change Website**

BTE reserves the right to change the services offered on the Website as well as the Software.

Such changes will be made via uploading the new Software and/or other information to the Website and any usage of the Checkout Service will be handled by the new version of the Software.

## **9. Miscellaneous**

- 9.1. These Terms and Conditions 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). The statutory provisions on the restriction of the choice of law and the applicability of mandatory provisions, in particular of the state in which you have your habitual residence as a consumer, remain unaffected.
- 9.2. Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- 9.3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and BTE is the registered office of BTE.
- 9.4. The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. We are

neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.