
Terms of Service

Release 0

GNU Taler team

Sep 07, 2021

CONTENTS

1 Overview	3
1.1 Highlights:	3
2 How you accept this policy	5
3 Services	7
4 Fees	9
5 Eligibility	11
6 Copyrights and trademarks	13
7 Limitation of liability & disclaimer of warranties	15
8 Indemnity and Time limitation on claims and Termination	17
9 Discontinuance of services and Force majeure	19
10 Governing law, Waivers, Severability and Assignment	21
11 Questions or comments	23

Last Updated: 07.09.2021

Welcome! Anastasis SARL (“we,” “our,” or “us”) provides a distributed privacy-preserving backup and recovery service for key material through our Internet presence (collectively the “Services”). Before using our Services, please read the Terms of Service (the “Terms” or the “Agreement”) carefully.

OVERVIEW

This section provides a brief summary of the highlights of this Agreement. Please note that when you accept this Agreement, you are accepting all of the terms and conditions and not just this section. We and possibly other third parties provide Internet services which interact with the Anastasis key backup and recovery application. When using an application to interact with our Services, you are agreeing to our Terms, so please read carefully.

1.1 Highlights:

- You are responsible for selecting authentication methods and policies that are adequate to protect your key material. Any losses arising from you not being able to satisfy the selected authentication challenges or third parties being able successfully pass the challenges are your problem.
- We will store your encrypted key shares and disclose them upon successful authentication to the best of our ability within the limitations of the law and our implementation. Our liability will be limited to the liability limit exposed in the protocol.
- For our Services, we may charge various fees. The specific fee structure is provided based on the Anastasis protocol and should be shown to you when you use an application to interact with our services. You agree and understand that the Anastasis protocol allows for the fee structure to change.
- You agree to not intentionally overwhelm our systems with requests and follow responsible disclosure if you find security issues in our services.
- We cannot be held accountable for our Services not being available due to circumstances beyond our control. If we modify or terminate our services, we will announce this and ensure that you can recover your key material for at least one year before we completely terminate the Service.

These terms outline approved uses of our Services. If you have any questions or comments related to this Agreement, please send us a message to legal@anastasis.lu. If you do not agree to this Agreement, you must not use our Services.

HOW YOU ACCEPT THIS POLICY

By using our API (typically via an Anastasis-enabled application), you acknowledge that you have read, understood, and agreed to these Terms. We reserve the right to change these Terms at any time. If you disagree with the change, you must simply stop using our APIs. Your continued use of our Services following any such change will signify your acceptance to be bound by the then current Terms. Please check the effective date above to determine if there have been any changes since you have last reviewed these Terms.

SERVICES

We will store your encrypted key shares (and the associated encrypted recovery policy document) to the best of our ability and within the limitations of the implementation. We will disclose the key shares only after the specific authentication challenge has been passed. We will rate-limit the use of the authentication APIs to limit brute-force attacks.

We are not guaranteeing that the authentication procedures are effective. Other parties may be able to intercept authentication messages, or you may not be able to receive these messages anymore. You are responsible for choosing safe authentication methods with sufficient security.

When using our Services, you agree to not take any action that intentionally imposes an unreasonable load on our infrastructure. If you find security problems in our Services, you agree to first report them to security@anastasis.lu and grant us the right to publish your report. We warrant that we will ourselves publicly disclose any issues reported within 1 month, and that we will not prosecute anyone reporting security issues if they did not exploit the issue beyond a proof-of-concept, and followed the above responsible disclosure practice.

**CHAPTER
FOUR**

FEES

You agree to pay the fees for backup and recovery operations (“Fees”) as defined by us, which we may change from time to time. Your Anastasis client should obtain and display applicable fees during backup and recovery.

ELIGIBILITY

To be eligible to use our Services, you must be able to form legally binding contracts or have the permission of your legal guardian. By using our Services, you represent and warrant that you meet all eligibility requirements that we outline in these Terms.

COPYRIGHTS AND TRADEMARKS

The Anastasis software is released under the terms of the GNU Affero General Public License (GNU AGPLv3+). You have the right to access, use, and share the Anastasis application, in modified or unmodified form. However, the Affero GPL is a strong copyleft license, which means that any derivative works must be distributed under the same license terms as the original software. If you have any questions, you should review the GNU AGPL's full terms and conditions at <https://www.gnu.org/licenses/agpl-3.0.en.html>. "Anastasis" itself is a trademark of Anastasis SARL. You are welcome to use the name in relation to implementations of the Anastasis protocol, assuming your use is compatible with an official release from the GNU Project that is not older than two years.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

You understand and agree that we have no control over, and no duty to take any action regarding: Failures, disruptions, errors, or delays in processing that you may experience while using our Services; The risk of failure of hardware, software, and Internet connections; The risk of malicious software being introduced or found in the software underlying the Anastasis implementation. You release us from all liability related to any losses, damages, or claims arising from:

- (a) user error such as forgotten security answers or loss of control over accounts used for authentication;
- (b) server failure or data loss; (d) bugs or other errors in the Anastasis client software; and (e) any unauthorized third party activities, including, but not limited to,

the use of viruses, phishing, brute forcing, or other means of attack against the Anastasis client. We make no representations concerning any Third Party Content contained in or accessed through our Services.

Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

To the fullest extent permitted by applicable law, in no event will we or any of our officers, directors, representatives, agents, servants, counsel, employees, consultants, lawyers, and other personnel authorized to act, acting, or purporting to act on our behalf (collectively the “Anastasis Parties”) be liable to you under contract, tort, strict liability, negligence, or any other legal or equitable theory, for:

- (a) any lost profits, data loss, cost of procurement of substitute goods or services, or direct, indirect, incidental, special, punitive, compensatory, or consequential damages of any kind whatsoever resulting from:
 - (i) your use of, or conduct in connection with, our services;
 - (ii) any unauthorized use of your wallet and/or private key due to your failure to maintain the confidentiality of your wallet;
 - (iii) any interruption or cessation of transmission to or from the services; or
 - (iv) any bugs, viruses, trojan horses, or the like that are found in the Taler Wallet software or that may be transmitted to or through our services by any third party (regardless of the source of origination), or
- (b) any direct damages.

These limitations apply regardless of legal theory, whether based on tort, strict liability, breach of contract, breach of warranty, or any other legal theory, and whether or not we were advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Our services are provided “as is” and without warranty of any kind. To the maximum extent permitted by law, we disclaim all representations and warranties, express or implied, relating to the services and underlying software or any content on the services, whether provided or owned by us or by any third party, including without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and any implied warranties arising from course of dealing, course of performance, or usage in trade, all of which are expressly disclaimed. In addition, we do not represent or warrant that the content accessible via the services is

accurate, complete, available, current, free of viruses or other harmful components, or that the results of using the services will meet your requirements. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

INDEMNITY AND TIME LIMITATION ON CLAIMS AND TERMINATION

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Anastasis Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning the Anastasis software; (c) your violation of any term of this Agreement; or (d) your violation of any law, rule, or regulation, or the rights of any third party.

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

In the event of termination concerning your use of our Services, your obligations under this Agreement will still continue.

DISCONTINUANCE OF SERVICES AND FORCE MAJEURE

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

GOVERNING LAW, WAIVERS, SEVERABILITY AND ASSIGNMENT

No matter where you're located, the laws of Luxembourg will govern these Terms. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the ordinary courts in Luxembourg for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms.

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms.

If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary.

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

QUESTIONS OR COMMENTS

We welcome comments, questions, concerns, or suggestions. Please send us a message on our contact page at legal@anastasis.lu.