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# Terms of Service

*Release 0*

**GNU Taler team**

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Last Updated: 09.06.2022

Welcome! The ICE research center of the Bern University of Applied Sciences in Switzerland (“we,” “our,” or “us”) provides an experimental payment service through our Internet presence (collectively the “Services”). Before using our Services, please read the Terms of Service (the “Terms” or the “Agreement”) carefully.



## **THIS IS RESEARCH**

This is a research experiment. Any funds wired to our Bitcoin address are considered a donation to our research group. We may use them to enable payments following the GNU Taler protocol, or simply keep them at our discretion. The service is experimental and may also be discontinued at any time, in which case all remaining funds will definitively be kept by the research group.





## 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 Taler Wallet's self-hosted personal payment application. When using the Taler Wallet to interact with our Services, you are agreeing to our Terms, so please read carefully.

### 2.1 Highlights:

- You are responsible for keeping the data in your Taler Wallet at all times under your control. Any losses arising from you not being in control of your private information are your problem.
- We may transfer funds we receive from our users to any legal recipient to the best of our ability within the limitations of the law and our implementation. However, the Services offered today are highly experimental and the set of recipients of funds is severely restricted. Again, we stress this is a research experiment and technically all funds held by the exchange are owned by the research group of the university.
- For our Services, we may charge transaction fees. The specific fee structure is provided based on the Taler protocol and should be shown to you when you withdraw electronic coins using a Taler Wallet. You agree and understand that the Taler 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 any circumstances. If we modify or terminate our services, we may give you the opportunity to recover your funds. However, given the experimental state of the Services today, this may not be possible. You are strongly advised to limit your use of the Service to small-scale experiments expecting total loss of all funds.

These terms outline approved uses of our Services. The Services and these Terms are still at an experimental stage. If you have any questions or comments related to this Agreement, please send us a message to [ice@bfh.ch](mailto:ice@bfh.ch). If you do not agree to this Agreement, you must not use our Services.



## **HOW YOU ACCEPT THIS POLICY**

By sending funds to us (to top-up your Taler Wallet), 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, we may in the future offer you with an easy option to recover your unspent funds. However, in the current experimental period you acknowledge that this feature is not yet available, resulting in your funds being lost unless you accept the new Terms. If you continue to use our Services other than to recover your unspent funds, 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 try to transfer funds that we receive from users to any legal recipient to the best of our ability and within the limitations of the law. However, the Services offered today are highly experimental and the set of recipients of funds is severely restricted. The Taler Wallet can be loaded by exchanging fiat or cryptocurrencies against electronic coins. We are providing this exchange service. Once your Taler Wallet is loaded with electronic coins they can be spent for purchases if the seller is accepting Taler as a means of payment. We are not guaranteeing that any seller is accepting Taler at all or a particular seller. The seller or recipient of deposits of electronic coins must specify the target account, as per the design of the Taler protocol. They are responsible for following the protocol and specifying the correct bank account, and are solely liable for any losses that may arise from specifying the wrong account. We may allow the government to link wire transfers to the underlying contract hash. It is the responsibility of recipients to preserve the full contracts and to pay whatever taxes and charges may be applicable. Technical issues may lead to situations where we are unable to make transfers at all or lead to incorrect transfers that cannot be reversed. We may refuse to execute transfers if the transfers are prohibited by a competent legal authority and we are ordered to do so.

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@taler-systems.com](mailto:security@taler-systems.com) and grant us the right to publish your report. We warrant that we will ourselves publicly disclose any issues reported within 3 months, 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.



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**FEES**

You agree to pay the fees for exchanges and withdrawals completed via the Taler Wallet (“Fees”) as defined by us, which we may change from time to time. With the exception of wire transfer fees, Taler transaction fees are set for any electronic coin at the time of withdrawal and fixed throughout the validity period of the respective electronic coin. Your wallet should obtain and display applicable fees when withdrawing funds. Fees for coins obtained as change may differ from the fees applicable to the original coin. Wire transfer fees that are independent from electronic coins may change annually. You authorize us to charge or deduct applicable fees owed in connection with deposits, exchanges and withdrawals following the rules of the Taler protocol. We reserve the right to provide different types of rewards to users either in the form of discount for our Services or in any other form at our discretion and without prior notice to you.





## ELIGIBILITY AND FINANCIAL SELF-RESPONSIBILITY

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.

You will be responsible for maintaining the availability, integrity and confidentiality of the data stored in your wallet. When you setup a Taler Wallet, you are strongly advised to follow the precautionary measures offered by the software to minimize the chances to lose access to or control over your Wallet data. We will not be liable for any loss or damage arising from your failure to comply with this paragraph.



## COPYRIGHTS AND TRADEMARKS

The Taler Wallet is released under the terms of the GNU General Public License (GNU GPL). You have the right to access, use, and share the Taler Wallet, in modified or unmodified form. However, the 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 GPL's full terms and conditions at <https://www.gnu.org/licenses/gpl-3.0.en.html>. "Taler" itself is a trademark of Taler Systems SA. You are welcome to use the name in relation to processing payments using the Taler 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 Taler Wallet; The risk that third parties may obtain unauthorized access to information stored within your Taler Wallet, including, but not limited to your Taler Wallet coins or backup encryption keys. You release us from all liability related to any losses, damages, or claims arising from:

- (a) user error such as forgotten passwords, incorrectly constructed transactions;
- (b) server failure or data loss;
- (c) unauthorized access to the Taler Wallet application;
- (d) bugs or other errors in the Taler Wallet 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 Taler Wallet. 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 “Taler 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 Taler 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 Taler Wallet; (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 may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. We will use the Taler protocol's provisions to notify Wallets if our Services are to be discontinued. It is your responsibility to ensure that the Taler Wallet is online at least once every three months to observe these notifications. We shall not be held responsible or liable for any loss of funds in the event that we discontinue or depreciate the Services and your Taler Wallet fails to transfer out the coins within a three months notification period.

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 Switzerland 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 Bern, Switzerland 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@taler-systems.com](mailto:legal@taler-systems.com).