

# Terms of Service

**Effective Date:** December 19, 2024

Welcome to Portrait ("**Portrait**," "**we**," "**us**," or "**our**"). These Terms of Service ("**Terms**") govern your access to and use of our services, including our website at [portrait.so](https://portrait.so) ("**Site**"), which serves as an interface gateway to the Portrait Protocol ("**Protocol**"). By accessing or using Portrait, you agree to be bound by these Terms. If you do not agree to all of these Terms, please do not use our services.

## Contact Information:

- **Abuse Reports:** [abuse@portrait.so](mailto:abuse@portrait.so)
  - **Legal Inquiries:** [legal@portrait.so](mailto:legal@portrait.so)
  - **Privacy Inquiries:** [privacy@portrait.so](mailto:privacy@portrait.so)
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## 1. Acceptance of Terms

### 1.1 Eligibility

By accessing or using our services, you represent and warrant that you are at least 18 years old (or the age of majority in your jurisdiction) and have the legal capacity to enter into a binding agreement. You agree to comply with these Terms and all applicable local, state, national, and international laws and regulations.

### 1.2 Agreement to Terms

These Terms constitute a legally binding agreement between you and Portrait. By clicking "I Agree" or by accessing or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

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## 2. Description of Services

### 2.1 Portrait.so as an Interface Gateway

Portrait.so is an interface gateway to the Portrait Protocol. The Portrait Protocol is powered by a collection of smart contracts deployed on one or multiple public blockchains and a network of hosting nodes communicating over an open peer-to-peer network called Waku.

### 2.2 Operation by Portrait Technology Inc.

The Site is operated by Portrait Technology Inc., a Delaware C-Corporation operating from the Netherlands.

## 2.3 Objective of Portrait.so

Portrait.so aims to make it possible to interact with the Portrait Protocol to create and host micro-websites through a user interface. For these services, Portrait.so may or may not charge the end user.

## 2.4 Relationship with the Protocol

- **Open Protocol:** The Protocol is a standalone, open-source project accessible to the public. Portrait does not provide exclusive access to, control, or manage the Protocol.
- **No Responsibility for Protocol Health:** The health and maintenance of the Protocol are not the responsibility of Portrait.

## 2.5 Decentralized Application and Data Display

Portrait.so operates as a decentralized application ("dApp") that fetches and renders data sourced from decentralized protocols and networks. We do not host, store, or control most of this data; rather, we retrieve publicly available content and display it through our interface. By using our services, you acknowledge that we are not the custodian of the data, have no technical or legal ability to remove or modify it, and bear no responsibility for its content, integrity, or continued availability. You understand that our role is limited to providing an interface that allows you to interact with the underlying decentralized protocols and that any data you encounter or choose to upload is ultimately stored and maintained by decentralized networks outside of our control.

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# 3. User Responsibilities

## 3.1 Blockchain Interactions

You understand that blockchain is an open, immutable public ledger and that any interactions with a blockchain might involve on-chain interactions. Portrait accounts are registered on-chain.

## 3.2 Wallets and Security

- **Self-Sovereign Wallets:** If you use a self-sovereign wallet to sign in, you have ultimate control over your Portrait account. We are unable to recover your Portrait account if you lose access. You must ensure that your private key is backed up correctly.
- **Security Risks:** You assume all responsibility for any loss or damage arising from unauthorized access to your Wallet.

### 3.3 Compliance with Laws

You agree to use the services in compliance with all applicable laws and regulations, including those related to intellectual property, data privacy, and export controls.

### 3.4 Legal Responsibility for Content

You are fully responsible, legally and otherwise, for any content you upload through our services. You retain ownership of your uploads but bear all legal responsibility if you upload copyrighted, illegal, or prohibited content.

### 3.5 No Automated Access

You agree that you are not a bot, nor are you scraping data or training language models or artificial intelligence on any data served via Portrait.so.

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## 4. Prohibited Conduct

### 4.1 Illegal and Prohibited Content

You agree not to engage in any of the following prohibited activities:

- Uploading, posting, transmitting, or otherwise making available any content that is:
  - Illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, racist, ethnically offensive, or otherwise objectionable.
  - **NSFW Content:** Specifically, you are prohibited from uploading any Not Safe for Work ("**NSFW**") content on the Portrait.so interface.
  - Promoting violence, discrimination, or illegal activities.
  - Containing false or misleading information or promoting fraudulent activities.

### 4.2 Bad Actors

We reserve the right to remove any content we deem suspicious or associated with bad actors. While the Protocol is censorship-resistant, Portrait.so may remove or restrict access to content through our interface.

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## 5. Interactions with Decentralized Storage

### 5.1 Storage Protocols

You understand that file uploads through Portrait.so are stored on decentralized storage protocols like IPFS, Filecoin, and Arweave. These storage protocols are public and immutable.

## **5.2 Irrevocability of Uploaded Content**

Once files are uploaded to these decentralized storage protocols, neither Portrait.so nor Portrait Technology Inc. can remove them. You acknowledge and accept this limitation.

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# **6. Third-Party Services and Partners**

## **6.1 No Responsibility for Third Parties**

We are not responsible for any failures or issues arising from third-party services or protocols, including but not limited to Fleek.xyz, lrys.xyz, IPFS, Filecoin, Arweave, and Waku.

## **6.2 Compliance with Partner Terms**

By using our services, you agree to comply with the terms of service of our partners and the protocols involved. These terms have higher priority over Section 3.4 regarding responsibility and ownership, meaning that the outcome of responsibility and ownership lies with the service providers of Portrait.so.

## **6.3 Indemnification for Third-Party Actions**

You agree to indemnify and hold harmless Portrait from any claims arising out of your use of third-party services.

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# **7. Limitation of Liability**

## **7.1 As-Is Basis**

Our services are provided on an "as-is" and "as-available" basis without warranties of any kind, either express or implied.

## **7.2 Experimental Technology**

You acknowledge that Portrait is in public beta and that participation means you are engaging in experimental technology, which may not work as expected. We do not guarantee the functionality or availability of the services.

## 7.3 Limitation Clause

To the maximum extent permitted by applicable law, Portrait, its affiliates, directors, employees, or agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of:

- Your access to or use of or inability to access or use the services.
- Any conduct or content of any third party on the services.
- Any content obtained from the services.
- Unauthorized access, use, or alteration of your transmissions or content.

This limitation does not exclude liability for gross negligence, willful misconduct, or other liabilities that cannot be excluded by law.

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## 8. Indemnification

You agree to indemnify, defend, and hold harmless Portrait and its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, losses, costs, expenses, or fees arising out of or relating to:

- Your violation of these Terms.
  - Your use of the services.
  - Your User Content.
  - Your violation of any law or the rights of any third party.
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## 9. Fees and Transactions

### 9.1 Service Charges

For the services provided, Portrait.so may or may not charge the end user. Any fees will be clearly communicated before you incur them.

### 9.2 Sponsored Transactions

Portrait.so might facilitate and sponsor some transactions to improve user experience. This facilitation may be revoked, or you may be charged in the future.

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## 10. Privacy and Data Use

## **10.1 Cookies and Tracking**

Portrait may use cookies and similar technologies to improve your user experience. By using our services, you consent to our use of cookies in accordance with our Privacy Policy.

## **10.2 Data Selling**

At the time of writing, Portrait will not sell your data. Our objective is to never sell your data, but this is subject to the business outcome of Portrait Technology Inc.

## **10.3 Objective of Data Use**

Portrait's objective is to enable autonomy in everyday internet usage.

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# **11. Compliance with Laws and Regulations**

## **11.1 DMCA and GDPR Compliance**

You understand that we aim to comply with the Digital Millennium Copyright Act (DMCA) and General Data Protection Regulation (GDPR) requests. However, due to the decentralized nature of Portrait, enforcement may be severely limited or even impossible.

## **11.2 Export Controls and Sanctions**

You agree to comply with all applicable export control laws and sanctions. You are not permitted to use the services if you are located in a jurisdiction where access is prohibited or if you are on any sanctions lists.

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# **12. Termination**

## **12.1 Right to Terminate**

We reserve the right to suspend or terminate your access to our services at any time, with or without cause, and with or without notice, including if we believe that you have violated these Terms.

## **12.2 Effect of Termination**

Upon termination, your right to use the services will immediately cease. Content stored on decentralized networks will remain and cannot be removed by us.

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## **13. Modifications to the Terms**

### **13.1 Right to Modify**

We may modify these Terms from time to time at our sole discretion.

### **13.2 Notification**

If we make material changes, we will notify you by email or through the services. The updated Terms will be effective as of the "Effective Date" indicated at the top.

### **13.3 Acceptance of Changes**

Your continued use of the services after any changes to these Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop using the services.

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## **14. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions. Portrait Technology Inc. operates from the Netherlands.

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## **15. Dispute Resolution**

### **15.1 Informal Resolution**

Before initiating any legal action, you agree to first attempt to resolve any dispute informally by contacting us at [legal@portrait.so](mailto:legal@portrait.so). We will attempt to resolve the dispute informally within 30 days.

### **15.2 Arbitration**

If we cannot resolve the dispute informally, any dispute arising out of or relating to these Terms or the services shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration will be conducted in Delaware, in English.

### **15.3 Class Action Waiver**

You agree to resolve any disputes with us on an individual basis and waive your right to participate in a class-action lawsuit or class-wide arbitration.

## **15.4 Opt-Out**

You may opt out of this arbitration agreement by sending a written notice to [legal@portrait.so](mailto:legal@portrait.so) within 30 days of accepting these Terms.

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## **16. Severability**

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

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## **17. Entire Agreement**

These Terms, along with our Privacy Policy, constitute the entire agreement between you and Portrait regarding the use of our services and supersede any prior agreements.

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## **18. Force Majeure**

We shall not be liable for any failure to perform due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, governmental actions, labor shortages, cyber-attacks, or Internet disturbances.

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## **19. Feedback and Suggestions**

Any feedback, comments, or suggestions you may provide regarding Portrait or the services are entirely voluntary, and we are free to use such feedback, comments, or suggestions without any obligation to you.

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## **20. Assignment**

We may assign or transfer our rights and obligations under these Terms without restriction. You may not assign or transfer your rights without our prior written consent.

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## 21. No Professional Advice

The content provided through our services is for informational purposes only and does not constitute legal, financial, or professional advice.

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## 22. Language

These Terms are provided in English. If we provide a translation of the English version of these Terms, the English version will control in the case of any conflict.

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## 23. Notification Procedures

We may provide notices to you via email, regular mail, or postings on the services. Notices shall be deemed received 24 hours after they are sent.

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## 24. Contact Information

If you have any questions about these Terms, please contact us:

- **Email:** [legal@portrait.so](mailto:legal@portrait.so)
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**By clicking "I Agree" or by accessing or using Portrait, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.**