

TEC Handbook

Full Hatch Terms

Terms of Use

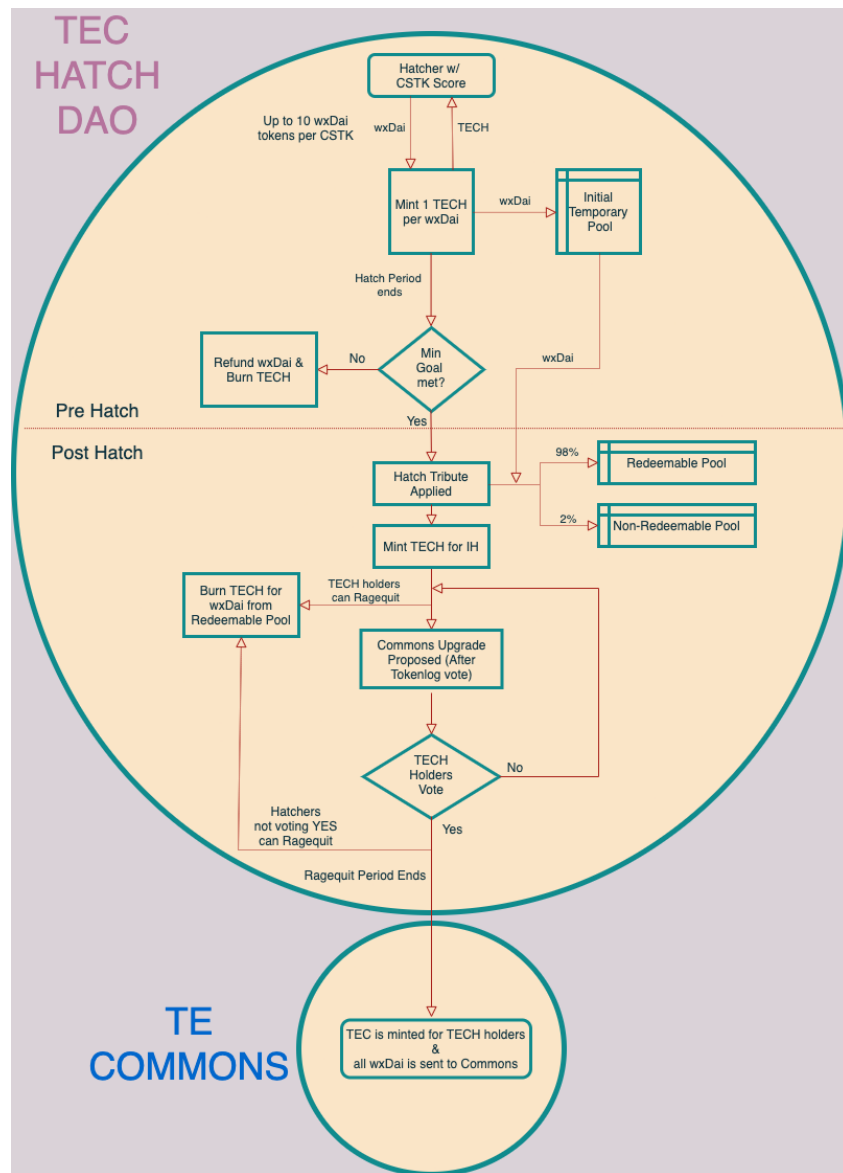
These Terms of Use constitute an agreement between you (“User” or “You”) and TEC Hatch DAO (“We”), which resides on the xDai blockchain, regarding your access to and use of TEC Hatch DAO as a way to collectively organize around creating and coordinating value for Public Goods in the Token Engineering field.

By accessing and using TEC Hatch DAO you accept and agree to be bound by these Terms of Use and all applicable laws of your jurisdiction and all of it as it may be modified, changed, supplemented or updated from time to time. Please read these Terms of Use before using TEC Hatch DAO (“Terms”).

If you do not agree with the Terms you shall not access or use TEC Hatch DAO.

1. TEC Hatch DAO Mechanism

TEC Hatch DAO is a Decentralized Autonomous Organization that intends to collectively organize around creating and coordinating value for Public Goods in the Token Engineering field. We may evolve quickly beyond a classic DAO structure into an economic system including what is known as an Augmented Bonding Curve application and a Conviction Voting application, however, this will be ultimately decided by the token holders of the TEC Hatch DAO. THERE IS NO AUGMENTED BONDING CURVE OR CONVICTION VOTING APPLICATIONS IN THE TEC HATCH DAO.



Zoom in for more detail

The TEC Hatch token (TECH) holders are the initial users of the TEC Hatch DAO. Only members of the Trusted Seed that are legal members of the Commons Stack Association that have a CSTK Membership Score are able to send wxDai to the TEC Hatch DAO.

The CSTK Membership Score is denoted by the CSTK token smart contract on the xDai Blockchain at 0xc4fbE68522ba81a28879763C3eE33e08b13c499E. The wxDai token is equivalent to xDai and is also a smart contract on the xDai Blockchain at 0xe91D153E0b41518A2Ce8Dd3D7944Fa863463a97d.

For every CSTK token held by the Trusted Seed member, they can send 10 wxDai (Ten wrapped xDai) to the Hatch. When wxDAI is sent to the TEC Hatch DAO, TECH tokens will be minted and sent back to the address that sent the wxDAI. These tokens will be non-transferable.

If the TEC Hatch DAO does not receive the Minimum Goal of 800,000 wxDAI (Eight Hundred Thousand wrapped xDai) after the Hatch period of 30 days, then the wxDAI sent will be returned to the address that sent it.

If the TEC Hatch DAO does reach or surpass the Minimum Goal of 800,000 wxDAI (Eight Hundred Thousand wrapped xDai) after the Hatch period of 30 days (Thirty days), then a Hatch Tribute of 2% of the wxDAI collected will be sent to the non-redeemable pool to be used for advancing the field of Token Engineering. Also, TECH tokens will be minted for the TEC Community that earned Impact Hours, diluting the holdings of the TECH holders that contributed wxDai.

After the Hatch period's 30 days (Thirty days) has passed, the wxDai of the TEC Hatch DAO are subject solely to the will of the TECH token holders. The TECH token holders will collectively decide how to govern the wxDai and the TEC Hatch DAO's smart contracts via the Dandelion Voting application within the TEC Hatch DAO.

The Hatch will send 98% of the wxDai to the redeemable pool. Each TECH token holder can redeem their pro rata share of the wxDai from this pool, irrespective of how much wxDai that holder contributed. This is known as a "Ragequit" and can be done at any time as long as the TECH token holder has not voted yes on any proposals that have yet to be executed.

To make any proposal to the TEC Hatch DAO, there will be a fee of 1000 wxDAI (One Thousand wrapped xDai). This fee will be sent to the non-redeemable pool. For a proposal to succeed, it requires a quorum of 8% and a support of 88%. Quorum at 8% means at least 8% of all tokens must vote yes, and support required at 88% means that less than 12% of tokens used to vote, voted no.

When a proposal passes, there will be a delay of 48 hours (Forty Eight) before the proposal can be executed. The TECH token holders that vote no or do not vote will be able to "Ragequit" the DAO, converting their TECH tokens into wxDAI there by exiting the DAO yes will lose their ability to redeem their TECH tokens until the vote is executed.

If You become a TECH token then the rules above apply to you, as well as the **TEC CODE OF CONDUCT** which is a set of rules that will help You understand how You should act in the TEC Hatch DAO. You must accept to be bound by those before continuing to use the TEC Hatch DAO.

2. Hatch Tribute and Total Supply held by Builders

The Hatch Tribute (which is set to 2%) is effectively a donation of a certain percent of the TEC Hatch DAO's wxDai to the TEC for the advancement of Token Engineering. This is the portion of the wxDai that is not redeemable by an individual TECH token holder.

The Total Supply held by Builders (which ranges from 25% to 10%) is the percent of the TEC Hatch DAO's tokens that are given to people who have earned Impact Hours for building the Cultural and Technical tooling that made the TEC possible.

The Total Supply held by Builders' calculation is complicated but in simple terms it decreases as more wxDAI is collected in the Hatch. It ranges from 25% to 10%; at the Minimum Goal of 800,000 wxDai the Total Supply held by Builders is 25% and at the Maximum Goal of 14,000,000 wxDai the Total Supply held by Builders is 10%

As an example, if a Hatcher sends 100 wxDAI (One Hundred wrapped xDai) to the TEC Hatch DAO and the Hatch collects the Target Goal of exactly 3,000,000 wxDai (Three Million wrapped xDai), then the wxDai that would be redeemable by the Hatcher via Ragequit would be 78.40 wxDAI (Seventy Eight and Four Tenths wrapped xDai). This is calculated as followed:

$wxH = \text{wxDai Contributed by Hatcher} = 100 \text{ wxDAI}$

$HT = \text{Hatch Tribute} = 2\%$

$TSB = \text{Total Supply held by Builders} = 20\%$

$wxR = \text{wxDai Redeemable via Ragequit}$

$wxR = wxH * (1 - HT) * (1 - TSB)$

$wxR = wxH * (1 - 0.02) * (1 - 0.20)$

$wxR = 78.40 \text{ wxDAI}$

3. Decentralization of the governance of TEC Hatch DAO

The TEC Hatch DAO has been deployed by the TEC Hatch DAO itself. The Codebase and cultural guidelines have been created by the Commons Stack Association, however the Commons Stack Association is not involved in the creation of the TEC Hatch DAO. Any members of the Commons Stack Association that participate in the TEC Hatch DAO do so as individuals. In no way does the Commons Stack Association or any other known legal entity, for that matter, have any special governance authority over the TEC Hatch DAO.

The TEC Hatch DAO is a protocol that provides infrastructure and services to users of the TEC Hatch DAO platform and that is governed by TECH holders through the TEC Hatch DAO.

4. Technical details

You can find the current technical details of the TEC Hatch DAO Mechanism above as We are launching it on the xDai network. However, please be aware that this is just a summary and that the detailed mechanism of the TEC Hatch DAO can be found here (the “TEC Hatch DAO Specification”).

Before using TEC Hatch DAO You shall read and understand the Mechanism as You will be bound by those as they may change from time to time. Shall You not agree with the Mechanism or shall You not agree with that Mechanism to change in accordance with this Section, You shall not use the TEC Hatch DAO.

By entering into these Terms You understand that TECH token holders have total control over the TEC Hatch DAO, and the TECH token holders may decide on changes to the Mechanism of the TEC Hatch DAO at will.

5. The TEC Hatch Token

The TEC Hatch token (TECH) is the native token to the TEC Hatch DAO required to participate in the TEC Hatch DAO in accordance with these Terms. TECH will be obtained by sending wxDai into the Hatch to mint TECH. To know more about how the Hatch works please see the [TEC Hatch DAO Specification](#). You shall not use TEC Hatch DAO if You do not understand the mechanisms of the Hatch and the risks it may entail. The TECH cannot be used for any other purpose other than participating in the TEC Hatch DAO. Therefore, You shall only obtain TECH if it is Your intention to act as a member in the TEC Hatch DAO

and You shall not obtain TECH if You are not authorized by the laws of Your jurisdiction to do so. Even though the TEC Hatch DAO may fund projects that may financially benefit the DAO and its members to earn benefits by participating in the TEC Hatch DAO, those benefits would be decided by the community. If Your sole intention is to obtain a financial benefit, you are not welcome in this project and we would ask you not to participate.

Our intention is to advance the field of Token Engineering by providing free tooling, access to educational experiences, standardization of processes, and other important common-pool resources that currently have trouble finding sustainable business models.

6. Access to TEC Hatch DAO

You may not use TEC Hatch DAO if you are not permitted to do so by Your applicable law. You shall not use TEC Hatch DAO in any way that breaches any applicable local law, or regulation and shall only be used for lawful purposes. TEC Hatch DAO shall not be used in any way that is unlawful or fraudulent or that has any unlawful or fraudulent purpose or effect.

You also agree not to wrongly interfere with, damage or disrupt any part of TEC Hatch DAO, the cryptographical assets stored in the TEC Hatch DAO, the xDai Platform or any software owned or used by any third party. You are responsible for making the necessary arrangements for you to have access to TEC Hatch DAO and ensuring that all persons who access TEC Hatch DAO through your internet connection are aware of these Terms.

TEC Hatch DAO is offered and available to users who are legally old enough to access and use TEC Hatch DAO according to their local jurisdiction.

You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed to access and use TEC Hatch DAO and all changes related to the same.

TEC Hatch DAO is made available on an 'as is' and 'as and when available' basis.

7. Changes to TEC Hatch DAO

The TEC Hatch DAO is in constant flux. Therefore, the TECH token holders reserve the right to modify its functionalities and specifications as well as these Terms. Furthermore, the TECH token holders reserve the right to withdraw or amend TEC Hatch DAO at their sole

discretion without notice. There is no guarantee that TEC Hatch DAO will always be available or uninterrupted. The TEC Hatch DAO will not be liable if for any reason all or any part of TEC Hatch DAO is unavailable at any time or for any period. From time to time, access to TEC Hatch DAO or to some parts of it may be restricted or unavailable.

8. Privacy and Personal Data Protection

Please find our [Privacy Policy](#) in the TEC Handbook.

9. Use of TEC Hatch DAO

You are fully responsible for Your use of TEC Hatch DAO and We shall not be liable for any loss or damages that you may suffer by the use of the TEC Hatch DAO. Furthermore, You may be held liable for losses, fines or damages incurred by the TEC Hatch DAO or another User due to someone else using Your access to TEC Hatch DAO, including any inspection and/or penalties in regard to the processing of personal data.

10. Open Source Software

TEC Hatch DAO is an open source software and therefore You agree to be bound by, and comply with, any license agreement that applies to this open source software.

11. Intellectual Property Rights

TEC Hatch DAO, as well as all of its contents, functionalities and/or elements (including but not limited to all copyrights, patents, trade secrets, trademarks, trade names, logos, slogans, custom graphics, button icons, scripts, videos, files, texts, displays, images, video, audio, design, information) are owned by the TEC or, when applicable, the licensors, partners or their respective owners.

TEC is open source and if someone thinks they can build a better and different version of it they are welcome to try. But, we can't allow someone to defraud community or potential community members and therefore TEC will enforce IP rights to avoid copy and pasting to defraud people to the extent allowed by law.

Unauthorized reproduction is prohibited. You shall not use or modify any of the trademarks, logos, designs, utility models or any other industrial property protected asset, unless

otherwise previously and expressly authorized in writing by the TEC or unless legally permitted by the applicable laws.

12. REPRESENTATIONS AND WARRANTIES, RISKS.

1. YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THAT BLOCKCHAIN TECHNOLOGY AND TEC ARE NEW AND UNTESTED AND OUTSIDE OUR EXCLUSIVE CONTROL, AND ADVERSE CHANGES IN MARKET FORCES OR THE TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE OUR PERFORMANCE AND TEC's PERFORMANCE UNDER THESE TERMS.
2. YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THESE TERMS, THE MECHANISM TEC AND ESPECIALLY DANDELION VOTING WORKS.
3. YOU REPRESENT AND WARRANT THAT YOU ARE THE SOLE OWNER OF THE WXDAI's THAT YOU WILL USE TO OBTAIN TECs OR THAT YOU HAVE ENOUGH AUTHORITY OR THAT YOU HAVE GATHERED THE CORRESPONDENT AUTHORIZATION/S.
4. FURTHERMORE, YOU REPRESENT AND WARRANT THAT YOU ARE FULLY-AWARE AND UNDERSTAND THAT YOU MAY LOSE YOUR TECHs, WXDAIs OR ANY OTHER ASSET THAT YOU MAY STAKE IN THE TEC HATCH SMART CONTRACTS AND THAT YOU DO NOT DEPEND ON THEM AND ARE PREPARED TO DO SO.
5. FURTHERMORE, YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF THE FOLLOWING RISKS, ASSOCIATED TO THE USE OF THE TEC, WHICH YOU AGREE TO TAKE AT YOUR SOLE RESPONSIBILITY:

RISKS ASSOCIATED WITH MALFUNCTION IN ETHEREUM AND/OR TEC ON XDAI BLOCKCHAIN

AS SUCH, ANY MALFUNCTION, UNINTENDED FUNCTION OR UNEXPECTED FUNCTIONING OF THE XDAI PROTOCOL OR ETHEREUM BLOCKCHAIN MAY CAUSE TEC'S MALFUNCTION OR FUNCTION IN AN UNEXPECTED OR UNINTENDED MANNER.

RISK OF UNFAVORABLE REGULATORY ACTION IN ONE OR MORE JURISDICTIONS

THE FUNCTIONING AND USAGE OF XDAI NETWORK, ASSOCIATED BLOCKCHAIN NETWORKS AND DIGITAL ASSETS, SUCH AS THE TEC, THE TEC HATCH TOKENS ("TECHS") AND THE ETHEREUM NETWORK COULD BE IMPACTED BY REGULATORY INQUIRIES OR ACTIONS.

RISK OF THEFT AND HACKING

HACKERS OR OTHER GROUPS OR ORGANIZATIONS MAY ATTEMPT TO INTERFERE WITH THE XDAI BLOCKCHAIN, THE TEC HATCH DAO, YOUR WALLET OR YOUR ASSETS STAKED IN THE TEC HATCH DAO, IN ANY NUMBER OF WAYS, INCLUDING WITHOUT LIMITATION, DENIAL OF SERVICES ATTACKS, SYBIL ATTACKS, SPOOFING, SMURFING, MALWARE ATTACKS, FLASH LOAN ATTACKS OR CONSENSUS-BASED ATTACKS.

FURTHERMORE, THE ETHEREUM BLOCKCHAIN AND XDAI BLOCKCHAIN IS SUSCEPTIBLE TO MINING AND/OR OTHER CONSENSUS ATTACKS, INCLUDING BUT NOT LIMITED TO DOUBLE-SPENDING ATTACKS, MAJORITY MINING POWER ATTACKS, "SELFISH-MINING" ATTACKS, AND RACE CONDITION ATTACKS. ANY SUCCESSFUL ATTACKS PRESENT A RISK TO TEC HATCH DAO, YOUR WALLET, YOUR ASSETS STAKED IN TEC HATCH DAO AND/OR IN ANY OF THE XDAI BRIDGE CONTRACTS DESPITE OUR EFFORTS, THE POA NETWORK'S EFFORTS AND THE ETHEREUM FOUNDATION EFFORTS', THE RISK OF KNOWN OR NOVEL MINING/CONSENSUS ATTACKS EXISTS. MINING/CONSENSUS ATTACKS, AS DESCRIBED ABOVE, MAY ALSO TARGET OTHER BLOCKCHAIN NETWORKS, WITH WHICH TEC HATCH DAO OR WXDAI INTERACT WITH AND CONSEQUENTLY THEY MAY BE IMPACTED.

RISK OF SECURITY WEAKNESS IN TEC HATCH DAO

THERE IS A RISK THAT TEC HATCH DAO MAY UNINTENTIONALLY INCLUDE WEAKNESS OR BUGS IN THE SOURCE CODE INTERFERING WITH THE USE OF TEC HATCH DAO OR CAUSING THE LOSS OF WXDAIs, TECHs, OR ANY OTHER CRYPTOGRAPHIC ASSET OR DATA THAT YOU STAKE IN TEC HATCH DAO.

YOU ARE AWARE OF THE RISKS IN PLACING LARGE AMOUNTS OF ASSETS OR PERSONAL DATA IN TEC HATCH DAO. THE TEC HATCH DAO IS COMFORTABLE RELEASING THIS VERSION ON XDAI AND WE HAVE PASSED CORRESPONDENT CODE REVIEWS BUT THERE COULD STILL BE

UNFORESEEN SITUATIONS WHERE ASSETS OR DATA COULD BE AT RISK. AFTER ALL, THIS IS BLEEDING-EDGE TECHNOLOGY. YOU ARE AWARE OF BLOCKCHAIN TECHNOLOGY BEING NASCENT AND EXPOSED TO MANY UNFORESEEABLE RISKS, RISK OF WEAKNESSES OR EXPLOITABLE BREAKTHROUGHS IN THE FIELD OF CRYPTOGRAPHY ADVANCES IN CRYPTOGRAPHY, OR TECHNICAL ADVANCES SUCH AS THE DEVELOPMENT OF QUANTUM COMPUTERS, COULD REPRESENT RISKS TO CRYPTOCURRENCIES, ETHEREUM, TEC HATCH DAO, THE XDAI BLOCKCHAIN, YOUR WALLET OR YOUR ASSETS.

RISK OF UNINSURED LOSSES

DESPITE OUR BEST EFFORTS TO SECURE YOUR ASSETS, YOU SHALL UNDERSTAND THAT YOUR ASSETS ARE COMPLETELY UNINSURED.

INTERNET TRANSMISSION RISKS

THERE ARE RISKS ASSOCIATED WITH THE USE OF THE INTERNET AS WELL AS THE FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS.

INSUFFICIENT INTEREST IN TEC HATCH DAO

IT IS POSSIBLE THAT TEC HATCH DAO IS NOT USED BY A LARGE NUMBER OF INDIVIDUALS AND THAT THERE IS LIMITED INTEREST IN IT. SUCH A LACK OF INTEREST COULD IMPACT THE FUNCTIONALITY AND DEVELOPMENT OF TEC HATCH DAO.

TEC HATCH DAO MAY NOT MEET YOUR EXPECTATIONS

UNANTICIPATED RISKS

CRYPTOCURRENCIES AND BLOCKCHAINS ARE NEW TECHNOLOGY. THEREFORE, IN ADDITION TO THE RISKS SET FORTH HEREIN, THERE ARE RISKS THAT WE CANNOT FORESEE AND IT IS UNREASONABLE TO BELIEVE THAT SUCH RISKS COULD HAVE BEEN FORESEEABLE. RISKS MAY FURTHER MATERIALIZE AS UNANTICIPATED.

RISKS OF CHANGES IN THE PROTOCOL

YOU UNDERSTAND THAT BECAUSE OF THE DECENTRALIZATION THAT WILL TAKE PLACE IN ACCORDANCE WITH SECTION 2 AND 3 ABOVE THERE WILL BE CHANGES IN THE

PROTOCOL THAT YOU MAY NOT AGREE WITH.

YOU UNDERSTAND THAT WE CAN NOT GUARANTEE YOU THAT THE MECHANISM OF THE TEC HATCH DAO AND THE POTENTIAL COMMONS UPGRADE WILL BE MAINTAINED. IT IS LIKELY THAT THE TEC HATCH DAO MAY DECIDE TO CHANGE THE PROTOCOL FROM TIME TO TIME AND THE TEC CANNOT BE HELD RESPONSIBLE FOR ANY LOSSES YOU MAY SUFFER FROM THOSE CHANGES.

YOU WILL ALWAYS BE ABLE TO STOP USING TEC HATCH DAO BY DEACTIVATING AND UNSTAKING YOUR TECHs. HOWEVER, PLEASE BE AWARE THAT YOU UNDERSTAND AND YOU ACCEPT THAT DUE TO THE MECHANISM OF THE BONDING CURVE, YOUR ASSETS (OR ITS VALUE) MAY HAVE BEEN REDUCED FROM THE ONES YOU INITIALLY STAKED.

13. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE

TEC HATCH DAO AT YOUR SOLE RISK, ESPECIALLY ACKNOWLEDGING THE RISKS DESCRIBED IN THESE TERMS.

YOU REPRESENT THAT YOU UNDERSTAND SUCH RISKS, AS WELL AS THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TECHNOLOGY AND BLOCKCHAIN-BASED OPEN SOURCE SOFTWARE AS WELL AS OF THE ETHEREUM PLATFORM AND TEC HATCH DAO.

YOU ESPECIALLY REPRESENT AND WARRANT THAT YOU HAVE READ THE MECHANISM AND THAT YOU ARE A REGULAR USER OF BLOCKCHAIN-BASED TECHNOLOGY.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE, TEC HATCH DAO, NOR TEC HATCH DAO TOKEN HOLDERS, BE LIABLE IN CONTRACT OR TORT, FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF ANY KIND, WHETHER DIRECT OR INDIRECT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF CRYPTO ASSETS, ASSETS, BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES) OR ANY OTHER DAMAGES OF ANY KIND RELATED TO YOU CAUSED FROM THE ACCESS OR USE OR INABILITY TO ACCESS TEC HATCH DAO OR RELYING ON THE CONTENT OF TEC HATCH DAO OR ANY PUBLICATIONS THEREOF. FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY EVENT BEYOND OUR REASONABLE CONTROL (FORCE MAJEURE EVENTS).

NOTHING IN THE TEC HATCH DAO OR PUBLISHED AROUND IT SHOULD BE CONSIDERED AS OR FORM ANY PART OF AN OFFER, SOLICITATION OR RECOMMENDATION TO SELL OR PURCHASE ANY OF THE ASSETS OR AS A LEGAL, TAX, INVESTMENT OR SECURITIES ADVICE OR ANY FORM OF RECOMMENDATION TO PURCHASE ASSETS OR ANY OPINION REGARDING THE APPROPRIATENESS OF ANY INVESTMENT.

WE MAKE NO PROMISE OR GUARANTEE A FUTURE PERFORMANCE. THE EXCHANGE RATIO OF TECH TO WXDAI MAY UNDERGO POSITIVE AND NEGATIVE FLUCTUATIONS AND YOU MAY NOT RECOVER THE ANT AMOUNT ORIGINALLY USED TO OBTAIN TECHs.

YOU SHALL BE PREPARED TO LOSE THE TECHs, WXDAIs OR ANY OTHER ASSET THAT YOU USE IN ORDER TO PARTICIPATE IN THE TEC HATCH DAO.

THE TECH TOKENS SHALL NOT BE UNDERSTOOD AS A PAYMENT METHOD, THEY ONLY HAVE A PURPOSE WITHIN THE TEC HATCH DAO AND ARE NOT APPROPRIATE OR AVAILABLE FOR USE IN ANY OTHER JURISDICTION.

YOU ARE SOLELY RESPONSIBLE FOR ANY TAX CLAIM OR TAX WITHHOLDING THAT MAY APPLY CURRENTLY OR EVENTUALLY TO THE TECHs IN THE FRAMEWORK OF THE TEC HATCH DAO.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF LIABILITY CONTAINED IN THESE TERMS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

14. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, TEC HATCH DAO AND THE TEC HARMLESS, OUR SERVICE PROVIDERS, AND OUR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, PARENT COMPANIES, SUCCESSORS, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES AND ASSIGNS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT ARISE FROM OR RELATE TO: (I) YOUR VIOLATION OF THESE TERMS; AND (II) YOUR USE OF TEC HATCH DAO.

15. Changes to the Terms of Use

We may modify, revise, or update these Terms at any time, without notice to You. All changes are effective immediately when We post them and apply to all access to and use of TEC Hatch DAO thereafter. You agree that it is your responsibility to review periodically the Terms and to be aware of any changes. In case You do not accept the new Terms We may forbid You access to the TEC Hatch DAO.

16. Governing Law and Jurisdiction

The organization provides its own rules and procedures to manage conflicts, and they serve as the first layer to facilitate fast, easy to access Alternative Dispute Resolution to the members and the issues that arise within the DAO. But if any situation cannot be handled this way, it can scale to an arbitration or litigation as follows.

By agreeing to these terms you agree to waive the right to bring or participate in a class action where such waivers are allowed by law.

Any claims, disputes and controversies arising out of these Terms or in connection with the access or use of TEC Hatch DAO shall be settled in the TEC Hatch DAO following the dispute process established herein.

Notwithstanding the above, if a party wished to bring such claim, dispute or controversy in court, it shall do so in the Court of the city of Zug (Switzerland) and these Terms shall be governed by and construed and enforced in accordance with the laws of Switzerland. However, We retain the right to bring any suit, arbitration, class action or any other proceeding against You in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17. Waiver and Severability

The waiver or failure of any party to exercise rights under these Terms will not be deemed a waiver or other limitation of any other right or any future right. Any waiver must be in writing and signed by the party to be charged therewith.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or

limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.