Developer DAO

Terms and Conditions

Last Updated: August 1, 2023

These terms and conditions constitute a legally binding agreement (the "Agreement") between you (also referred to herein as "You", "Your", or "User") and Developer Dao Foundation ("D_D", "we" or "us"), governing your use of this platform as part of the D_D Github (https://github.com/Developer-DAO), (the "Platform").

By participating in this Platform, you agree to be bound by these Terms, and all terms incorporated herein, including but not limited to: (1) D_D's terms of service (https://www.developerdao.com/terms), (2) D_D's Privacy Policy (https://www.developerdao.com/privacy-policy), and (3) all terms of service included as part of GitHub, Inc., doing business as "GitHub" (https://docs.github.com/en/site-policy/github-terms/github-terms-of-service) (the "GitHub Terms of Service"). Note that your use of links and information provided through the Platform may also be subject to licenses and terms set by individual Contributors.

By entering into this Agreement and/or by participating in D_D's Platform, you expressly acknowledge that you understand this Agreement and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THOSE INCORPORATED HEREIN, YOU MAY NOT PARTICIPATE IN THE PLATFORM.

Section 1. Definitions.

1. "D_D" means Developer DAO Foundation.
2. "Platform" means D_D's Github (https://github.com/Developer-DAO).
3. "Repository", refers to all of Platform's established Repository (past, present and future), including but not limited to:
    a. https://github.com/Developer-DAO/hackathons
    b. https://github.com/Developer-DAO/web3-starter-kits
4. "GitHub" means Github, Inc. and its website. Platform is a part of the Github website.
5. "User" means any individual who accesses the Platform and/or Resources (or third-party links) through the Platform.
6. "Contributors" refers to Developers who voluntarily provide or contribute their code (with an MIT license) via a link to be provided in the Platform for Users to access and build with.
7. "MIT License" refers to a permissive open-source software license that allows for free use, modification, and distribution of the licensed software, with minimal restrictions, promoting code reusability and collaboration.
8. "Resources" refers to all documents, code, links, materials, and Repository, like Starter Kits, to be accessed by the User through the Platform.
9. "Starter Kits" refers to streamlined; lightweight code repositories designed to enable users to swiftly set up a widely-used base framework. This allows for the efficient and rapid development of ideas and projects.

Section 2: Description of the Platform.

The Platform will provide a one-stop-shop for developers to find Resources provided by Contributors and Platform. Contributors will upload links to the Platform and/or Repository. The links provided by Contributors will then point to the Contributor's GitHub repository containing their project and tools. The focus of Platform will be on Resources for different setups and protocols to be easily accessible in one place for Users to access, learn form, and use. D_D has no control over such third-party links or if a Contributor changes their Github repository after it is on the Platform. Each contribution will be subject to the Contributor's terms and licenses, which are beyond D_D's control.

Section 3: User Responsibilities.

As a User of the Platform, you agree to the following responsibilities:

1. Compliance with Terms: You will comply with these Terms and all applicable laws, regulations, and rules.
2. Proper Use: You will use the Platform solely for its intended purpose of accessing and utilizing the Resources provided by Platform and Contributors for learning, personal use, hackathons, and other non-commercial purposes.
3. Contributor's Terms and Licenses: You acknowledge and agree that each contribution or Resources provided by Contributors may be subject to their own terms and licenses, which are beyond the control of D_D, GitHub, and the Platform.
4. No Unauthorized Use: You will not use the Platform and Resources in any way that is unauthorized, illegal, or beyond the scope of the intended use.
5. Compliance with all Terms of Service as incorporated by reference in these Terms.
6. User Conduct: You will conduct yourself in a respectful and professional manner while using the Platform and interacting with other Users.
7. Account Security: You are responsible for maintaining the security and confidentiality of your platform account credentials and will not share them with any third parties.
8. Feedback: You may provide feedback, suggestions, or comments regarding the Platform, but D_D and the Platform are not obligated to implement or take any action based on such feedback.
9. Restrictions: You agree not to use the Platform and provided Resources in any manner that depicts or encourages illegal acts, or involves pornography, racism, obscenity, violence, libel, or slander.

Section 4: Disclaimer of Warranties & Limitation of Liability.

ALL RESOURCES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, D_D DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL D_D BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, INCLUDING ANY SPECIAL,

INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION WHATSOEVER RELATED TO ANY RESOURCES ON THE PLATFORM. THIS INCLUDES, BUT IS NOT LIMITED TO, THE RESOURCES, REPOSITORY, STARTER KITS, CODE, LINKS, ANY TECHNOLOGY AND/OR PARTIES RELATED TO THE LINKS, INCLUDING BUT NOT LIMITED TO BLOCKCHAIN, WALLETS (METAMASK, LEDGERS, AND OTHERS) AND/OR GITHUB. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF A DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION, INTERACTING WITH THIRD-PARTY LINKS, AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Section 5: Assumption of Risk.

As noted above, the Resources are made available for learning, "building" purposes and personal use ONLY, not commercial use, unless otherwise provided by the Contributor in its own terms and licenses or by the Platform. You agree that:

1. You assume the following risks associated with using Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.) including, but not limited to, the risk of hardware, software, and Internet connections and/or failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital "wallet" or elsewhere, and the risk of losing access to Resources due to custodial errors.
2. D_D will not be responsible for any of these risks mentioned, however caused.
3. D_D does not make any promises or guarantees about the availability of the Resources or that they will host the Resources at any specific location and/or for any specific period of time.
4. Upgrades to GitHub, a failure or cessation of GitHub, or a change in its operation and use may have unintended, adverse effects on the Platform and D_D using such technologies, including without limitation Resources.
5. D_D does not make any promises or guarantees related to the Platform, Resources, GitHub, or any other third parties related to this use and each of their applications and/or services, including but not limited to the continued availability of either and/or the protection and/or storage of any data you provide to those parties.

Section 6. Changes to this Agreement.

D_D may make changes to this Agreement. When D_D makes such changes, we will make the updated Agreement available on this Platform and update the "Last Updated" date at the beginning of the Agreement accordingly. Please check this page periodically for changes. Any changes to this Agreement will apply on the date that they are made and, by way of example, your continued access to or use of the Platform and the Resources after the Agreement has been updated will constitute your binding acceptance of the updates.

Section 7. Eligibility.

Participation in the D_D Platform is open only to individuals who have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein. It is not available to Users who have had their User privileges temporarily or permanently deactivated, by either D_D, Platform or GitHub. You may not allow other persons to use your User credentials, and you agree that you are the sole authorized User.

By becoming a User, you represent and warrant that you are at least 18 years old.

Section 8. Translations.

If you are provided a translation of this Agreement, the original version in English will be used in deciding any issues or disputes which arise under this Agreement.

Section 9. Cooperation

D_D, Contributors, and the User shall cooperate in good faith and reasonably assist each other in the prosecution of legal proceedings involving the Platform or Resources therefrom, including proceedings conducted for the purpose of protecting any and all rights from infringement.

D_D shall have the right to protect and defend, including through litigation, the rights attached to its Platform in the event of the User's inaction upon written notice by D_D to the User.

Section 10. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11. Applicable Law.

The validity of these terms and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted, and enforced in accordance with the laws of the Cayman Islands.

Section 12. Dispute Resolution.

In the event of a dispute arising between the parties regarding the interpretation, execution or termination of these Agreement, the parties shall endeavor to resolve such issue through amicable means. If the matter remains unresolved through negotiation, the parties shall proceed with the following Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising from or related to this Agreement will be submitted to mediation, following the statutory rules of mediation in the Cayman Islands.

If any dispute, controversy, or claim arising from or related to this Agreement, its breach, termination, or invalidity, remains unresolved through mediation, it shall be finally settled by arbitration under the arbitration rules of the Cayman Islands, under the Arbitration Law and applicable statutes and rules in

effect at the time of arbitration. The arbitration shall take place in the Cayman Islands, and the language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties, and judgment upon the award may be entered in any court with jurisdiction. This clause shall survive the termination or expiration of this Agreement.

The parties agree that, by entering into this arbitration agreement, they are waiving their right to have disputes resolved through the courts of the Cayman Islands, and they expressly consent to the exclusive jurisdiction and venue of arbitration in the Cayman Islands.

Section 13. Contact.

Contact Us. If you have any questions or concerns, including if you need to access this Agreement in an alternative format.