

Terms of Service

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These Terms of Service (the “Agreement”) explain the terms and conditions by which you must agree to in order to access and use the DAO’s Sites (as defined below), decentralized application (“Dapp”), products, services, or tools (each a “Service” and collectively the “Services”) provided by Movement DAO and its affiliate, DAOLABS LLC (referred to herein as the “DAO”, “we”, “our”, or “us”). The Sites, Services, and Dapp shall include, but shall not necessarily be limited to the following URLs or applications: daolabs.wtf, move.xyz, movement.xyz, juicibox.wtf, treasury.wtf, tiles.wtf, and any services or sites used by the DAO, such as Discord, Twitter, Instagram, and GitHub (Each a “Site” and collectively the “Sites”). You must read this Agreement carefully as it governs your use of the Sites, Services, or Dapp. By accessing or using any of the Sites, Services, or Dapp, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use any of the Sites, Services, or Dapp and should not use the Sites, Services, or Dapp.

To access or use any of the Sites, Services, or Dapp, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of any of the Sites, Services, or Dapp will fully comply with all applicable laws and regulations, and that you will not access or use any of the Sites, Services, or Dapp to conduct, promote, or otherwise facilitate any illegal activity.

NOTICE: This Agreement contains important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Sites, Services, or Dapp is only available to you — and you should only access any of the Sites, Services, or Dapp — if you agree completely with these terms.

1. The Dapp and Services.

(a) **The Dapp.** The DAO's Dapp is a decentralized application that leverages the Ethereum blockchain to enable users to create community treasuries and NFT collections.

- i. **Creating Treasuries.** Through the Dapp, users can create community treasuries in the form of multi-signature wallets on the Ethereum blockchain, and contribute Ethereum assets including Ethereum, ERC-20, ERC-721, and other Ethereum-based assets to community treasuries as contributions. The Dapp spans a front-end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts. The user is required to authorize the execution of the smart contracts when interacting with the Dapp through their wallet at all times.
- ii. **Creating NFT Collections.** Through the Dapp, users can create NFT collections on the Ethereum blockchain, in the form of ERC-721 tokens (a specific Ethereum token standard), via the DAO's no-code NFT creation tools.

The Dapp runs entirely on publicly accessible smart contracts explained in detail throughout the Movement's online documents, currently available at <https://docs.move.xyz>. The Movement protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities or individuals who sign each transaction. The protocol works according to the specifications outlined in these docs to the extent the code is written and deployed correctly, which is a collective responsibility and is not guaranteed. There are major risks that the code is not written and deployed correctly. **Please do your own research.**

(b) **Services.** The Sites also contain document template services where users are provided with document templates to aid them in formalizing the treasury they create via the Dapp as a legal entity. The document templates contain templates for creating both for-profit and non-profit entities.

(c) **Other Services.** The DAO may from time to time in the future offer additional services, and such additional services shall be considered a Service as used herein, regardless of whether such service is specifically defined in this Agreement.

2. Access to the Sites, Services, and Dapp.

You agree and acknowledge that the use of the Sites, Services, or Dapp is solely at your own risk and responsibility and that we bear no responsibility or liability for your use of the Sites, Services, or Dapp including, without limitation, for any harm, loss, or damages arising from the incorrect use of the Services, including constructed transactions, network, and technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, any internet

access fees, back-up expenses, costs incurred for the use of your device and peripherals, any damage to any equipment, software, information, or data, or fraud conducted by third parties. In addition, we are not obligated to provide any maintenance, technical support, or other support for the Sites, Services, or Dapp.

Certain features within the Sites, Services, or Dapp may be offered while still in “beta” form (“Beta Services”). By accepting these Terms or using the Beta Services, you understand and acknowledge that the Services are being provided as a potentially temporary version and made available on an “as is” or “as available” basis. The Beta Services may contain bugs, errors, and other problems.

Access to the Sites, Services, and Dapp is provided on an “as is” and “as available” basis only. We do not guarantee that the Sites, Services, and Dapp, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, including because of a fault, an error, or unforeseen circumstances, or because we are carrying out planned maintenance. With regards to the Sites, Services, and Dapp; We reserve the right to limit the availability to any person, geographic area, or jurisdiction we so desire and/or to terminate your access to and use of the Sites, Services, and Dapp at any time and in our sole and absolute discretion. We may remove or amend the content of the Sites, Services, and Dapp at any time. Some of the Sites, Services, and Dapp content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Sites, Services, and Dapp, or any content on them, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Sites, Services, and Dapp being unavailable at any time for any reason. You must comply with all applicable domestic and international laws, statutes, ordinances, and regulations applicable to your use of the Sites, Services, and Dapp, and the DAO will not be liable for any users who violate any applicable domestic and international laws pertaining to their use of the Site.

(a) Registering Your Account. In order to access certain features of the DAO Properties you may be required to become a registered user (“Registered User”). A Registered User has an account on the Site (“Account”) and has a valid wallet through which the user has connected to the Site.

(b) As a condition to accessing or using the Site, you will:

- i. Only use the Site in accordance with these Terms;
- ii. Ensure that all information that you provide on the Site is current, complete, and accurate;
- iii. Ensure compliance with all U.S. Securities laws; and
- iv. Maintain the security and confidentiality of access to your wallet.

You acknowledge that all content, including DAO Properties (as defined below), is the sole responsibility of the party from whom such content originated. This means that you, and not the DAO, are entirely responsible for all of Your Content

(as defined below), and that you and other Registered Users of the Dapp, and not the DAO, are similarly responsible for all content that you and they make available through the DAO Properties, Sites, Services, or Dapp.

You acknowledge that the DAO has no obligation to pre-screen content, although the DAO reserves the right in its sole discretion to pre-screen, refuse, or remove any content. By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation, chat, text, or voice communications. In the event that the DAO pre-screens, refuses or removes any content, you acknowledge that the DAO will do so for the DAO's benefit, not yours. Without limiting the foregoing, The DAO shall have the right to remove any content that violates the Terms or is otherwise objectionable.

(c) As a condition to accessing or using the Sites or Dapp, you will not:

- i. Violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;
- ii. Export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;
- iii. Infringe on or misappropriate any contract, intellectual property, or other third-party right, or commit a tort while using the Site;
- iv. Make commercial use of the Site or any of its content without our express written permission;
- v. Misrepresent the truthfulness, sourcing, or reliability of any content on the Site;
- vi. Use the Site or its content to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as 'phishing');
- vii. Use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the Dapp, or that could damage, disable, overburden, or impair the functioning of the Site or the Dapp in any manner;
- viii. Attempt to circumvent any content filtering techniques or security measures that the DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
- ix. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
- x. Introduce any malware, virus, trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
- xi. Post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexu-

ally explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;

- xii. Post content on the Site containing unsolicited promotions, commercial messages, or any chain messages or user content designed to deceive or trick the user of the Site; or
- xiii. Encourage or induce any third party to engage in any of the activities prohibited under these Terms.

(d) You acknowledge that the Sites and your use of the Sites and the Dapp contain certain risks, including, without limitation, the following risks:

- i. That any smart contracts you interact with are entirely your own responsibility and liability;
- ii. That at any time, your access to any cryptocurrency asset (“Crypto”) you hold may be suspended or terminated or there may be a delay in your access or use of your Crypto which may result in the Crypto diminishing in value or you being unable to complete a transaction or interact with a smart contract; and
- iii. That the Site and/or Dapp may be suspended or terminated for any or no reason, which may limit your access to your Crypto.

(e) Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to the DAO through its suggestion, feedback, wiki, forums (e.g. Discord or Snapshot), or similar pages (“Feedback”) is at your own risk and that the DAO has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the DAO Properties and/or the DAO’s purpose.

3. Source Code Repositories.

The DAO’s source code repository (“Repo”) is only a presentation of information regarding certain viewpoints and technologies. The statements contained in the Repo do not provide any advice, representation, warranty, certification, guarantee, or promise relating to these technologies, any uses thereof or any of the other matters discussed in the Repo, nor does the Repo provide an offer or agreement to make such technologies available, maintain or update such technologies, or sell or buy any asset or enter into any transaction. You should not rely on the Repo as a basis for making any financial or other decision.

4. Modifications of this Agreement or the Sites, Services, or Dapp.

(a) Modifications of this Agreement. We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://move.xyz/terms-of-service>. All modifications will be effective when they are posted, and your continued accessing or use of any of the Sites, Services, or Dapp will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using all of the Sites, Services, or Dapp.

(b) Modifications of the Sites, Services, and Dapp. We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of the Sites, Services, or Dapp; (b) to review, modify, filter, disable, delete, and remove any and all content and information from any of the Sites, Services, or Dapp.

5. Intellectual Property.

The rights granted to you in the DAO's Guiding Principles are subject to the following restrictions:

- (i) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the DAO's Properties or any portion of the DAO's Properties, including the Site;
- (ii) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other DAO Properties (including images, text, page layout or form) of the DAO;
- (iii) you shall not use any metatags or other "hidden text" using the DAO's name or trademarks;
- (iv) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the DAO's Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- (v) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- (vi) except as expressly stated herein, no part of the DAO's Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and
- (vii) you shall not remove or destroy any copyright notices or other proprietary

markings contained on or in the DAO's Properties.

Any future release, update or other addition to the DAO's Properties shall be subject to these Terms and the DAO's Guiding Principles. The DAO, its suppliers, Authorized Members, and Service Providers reserve all rights not granted in these Terms and the DAO's Guiding Principles. Any unauthorized use of any the DAO's Property terminates the licenses granted by the DAO pursuant to the DAO's Guiding Principles.

(a) The DAO Properties. Except with respect to any content that you upload, create, post, e-mail, transmit or otherwise make available through the DAO Properties or any of the DAO's Sites or Services ("Your Content"), you agree that the DAO and its suppliers own all rights, title and interest in any token or other asset, right or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of the DAO, including any token on deposit with or held, controlled, possessed by or on deposit with the designated smart contract ("DAO Properties"). You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any of the DAO properties.

(b) User Content. The DAO does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in the DAO Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

(c) License to User Content. Subject to any applicable account settings that you select, you grant the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the DAO Properties to you and to others who have registered an account on the Site ("Registered Users"). Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the DAO Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not the DAO, are responsible for all of Your Content that you make available on or in the DAO Properties. Any of Your Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by the DAO in its sole discretion. You may not post or submit for print services a

photograph of another person without that person's permission.

6. Prohibited Activity.

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- i. Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- ii. Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- iii. Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- iv. Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as "rug pulls", pumping and dumping, and wash trading.
- v. Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- vi. Sale of Stolen Property. Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- vii. Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any of the Sites, Services, or Dapp.
- viii. Objectionable Content. Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- ix. Terrorism or Criminal Activity. Activity that funds terrorism or other criminal activity.
- x. Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law.

7. Non-Custodial.

Each of the Sites, Services, or Dapp is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold, and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Sites, Services, or Dapp will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet, and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.

8. Compliance and Tax Obligations.

One or more of the Sites, Services, or Dapp may not be available or appropriate for use in your jurisdiction. By accessing or using any of the Sites, Services, or Dapp, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Specifically, your use of the Sites, Services, or Dapp may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

9. Gas Fees.

Blockchain transactions require the payment of transaction fees to the appropriate network (“Gas Fees”). You will be solely responsible to pay the Gas Fees for any transaction that you initiate via any of the Sites, Services, or Dapp.

10. Disclaimers.

(a) Assumption of General Risk.

BY ACCESSING AND USING ANY OF THE SITES, SERVICES, OR DAPP, YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS SUCH AS ETHEREUM, SO-CALLED STABLECOINS, AND OTHER DIGITAL TOKENS SUCH AS THOSE FOLLOWING THE ETHEREUM TOKEN STANDARD (ERC-20 & ERC-721).

IN PARTICULAR, YOU UNDERSTAND THAT THE MARKETS FOR THESE DIGITAL ASSETS ARE NASCENT AND HIGHLY VOLATILE DUE TO RISK

FACTORS INCLUDING, BUT NOT LIMITED TO, ADOPTION, SPECULATION, TECHNOLOGY, SECURITY, AND REGULATION. YOU UNDERSTAND THAT ANYONE CAN CREATE A TOKEN, INCLUDING FAKE VERSIONS OF EXISTING TOKENS AND TOKENS THAT FALSELY CLAIM TO REPRESENT PROJECTS, AND ACKNOWLEDGE AND ACCEPT THE RISK THAT YOU MAY MISTAKENLY TRADE THOSE OR OTHER TOKENS. SO-CALLED STABLECOINS MAY NOT BE AS STABLE AS THEY PURPORT TO BE, MAY NOT BE FULLY OR ADEQUATELY COLLATERALIZED, AND MAY BE SUBJECT TO PANICS AND RUNS.

FURTHER, YOU UNDERSTAND THAT SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE WHEN CONFIRMED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS SUCH AS ETHEREUM ARE VARIABLE AND MAY INCREASE DRAMATICALLY AT ANY TIME.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY (AS DEFINED BELOW) IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF THE DAO PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID THE DAO DIRECTLY ARISING FROM YOUR CONTRIBUTION TO THE DAO IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

WE DO NOT GUARANTEE THAT THE SITE WILL BE SECURE OR FREE FROM BUGS OR VIRUSES. YOU ARE RESPONSIBLE FOR CONFIGURING YOUR INFORMATION TECHNOLOGY, COMPUTER PROGRAMS AND PLATFORM IN ORDER TO ACCESS THE SITE. YOU SHOULD USE YOUR OWN VIRUS PROTECTION SOFTWARE. WE CANNOT PROMISE THAT THE USE OF THE SITE, OR ANY CONTENT TAKEN FROM THE SITE, WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

IN SUMMARY, YOU ACKNOWLEDGE THAT WE ARE NOT RESPON-

SIBLE FOR ANY OF THESE VARIABLES OR RISKS AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY OF THE SITES, SERVICES, OR DAPP. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE INTERFACE TO INTERACT WITH THE SITES, SERVICES, OR DAPP.

(b) Document Templates.

- i. **Limitation of Liability.** To the maximum extent permitted by law, Movement DAO and DAOLABS LLC, and their respective affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the use or inability to use the document templates or any other materials provided by the DAO, even if the DAO has been advised of the possibility of such damages. In any event, the DAO's total liability to you for any and all claims arising out of or in connection with the document templates or any other materials provided by the DAO shall not exceed the amount paid by you to the DAO for such materials. This limitation of liability shall apply to the fullest extent permitted by law regardless of the form of action, whether in contract, tort, negligence, strict liability, or otherwise.
- ii. **No Confidential or Special Relationship.** You acknowledge and agree that the making available of the document templates to you by Movement DAO and DAOLABS LLC. shall not create any confidential or special relationship between you and Movement DAO or DAOLABS LLC. or its affiliates (collectively, the "DAO") and does not constitute the provision of legal advice or other professional advice by the DAO or its legal counsel.
- iii. **No Legal or Tax Advice.** You should seek advice from an attorney licensed in the relevant jurisdiction(s) and a tax professional before finalizing or relying on any document template. This will ensure that the document template(s) is tailored to your specific needs and complies with applicable laws and regulations. The information provided in this document, or anything otherwise provided by the DAO does not constitute legal or tax advice. Any discussion of tax matters is not intended or written to be used, and cannot be used or relied on, for the purpose of tax planning or avoiding penalties under the Internal Revenue Code (or equivalent in the relevant jurisdiction) or promoting, marketing, or recommending to another party any transaction or matter.
- iv. **Review All Documents Carefully For Accuracy Before Using Them.** There may be BRACKETED TEXT requiring your attention in the document templates. At no time do we review your answers for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. Movement DAO and DAOLABS LLC are not a law firm and may not perform

services performed by an attorney. Movement DAO and DAOLABS LLC, its Services, and its forms or templates are not a substitute for the advice or services of an attorney. Any reliance on this document, or anything otherwise provided by the DAO, or any information contained therein is at your sole risk and you assume all losses and liability that may result.

(c) No Warranties.

EACH OF THE SITES, SERVICES, AND DAPP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF EACH OF THE SITES, SERVICES, AND DAPP IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF THE SITES, SERVICES, AND DAPP WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF THE SITES, SERVICES, OR DAPP WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF THE SITES, SERVICES, OR DAPP WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY OF THE SITES, SERVICES, AND DAPP. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF THE SITES, SERVICES, AND DAPP. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE SITES, SERVICES, AND DAPP, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU ENGAGE IN WILL BE PROCESSED VIA AUTOMATED SMART CONTRACTS. ONCE EXECUTED, WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF THE DAO PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL,

USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE SITES, SERVICES, OR DAPP, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE SITES, SERVICES, OR DAPP OR THE INFORMATION CONTAINED WITHIN THEM, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE SITES, SERVICES, OR DAPP, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE DAO HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE SITES, SERVICES, OR DAPP; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY OF THE SITES, SERVICES, OR DAPP; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA ANY OF THE SITES, SERVICES, OR DAPP, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA ANY OF THE SITES, SERVICES, OR DAPP. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE ON OR THROUGH ANY OF THE SITES, SERVICES, OR DAPP.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED

BY THIRD PARTIES AND ACCESSED THROUGH ANY OF THE SITES, SERVICES, OR DAPP.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. Project Tokens.

By purchasing Project Tokens, either directly from the DAO or from a third-party, and to the extent permitted by law, you agree to not hold the DAO nor its affiliates or subsidiaries, or any of their directors, officers, employees, contractors, agents, attorneys, third-party providers, distributors, licensees, licensors, successors, or assigns (each individually a “DAO Party” and collectively the “DAO Parties”) for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Project Tokens, including losses associated with these Terms. You acknowledge, understand and agree that you are subject to and bound by these Terms by virtue of purchasing the Project Tokens, either directly from the DAO or from a third-party.

The Project Tokens have no rights, intended uses or attributes outside of use with the Platform or as otherwise expressly referred to in these Terms. A purchase of Project Tokens is non-refundable and cannot be cancelled. A purchase of Project Tokens involves many, varied risks which can result in the loss of all amounts paid. The DAO reserves the right to refuse or cancel Project Token purchase requests at any time in its sole and absolute discretion. The Project Tokens are not backed by any physical bullion or other assets which a purchaser would have any rights or access to. Other Project Token purchasers who made their purchase at a different time may receive more Project Tokens for the same amount paid. These Terms limit the liability of the DAO Parties in connection with the sale of Project Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE DAO PARTIES EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSE-

QUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR ANYWHERE IN THE SITES, SERVICES, OR DAPP, OR (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

13. Securities Law Matters.

(a) Project Tokens. Any Project Tokens received by Members have not been approved or disapproved by the United States Securities and Exchange Commission, any State Securities Commission, or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or upon the accuracy or adequacy of this agreement. Any representation to the contrary is a criminal offense. This document does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized. Any Project Tokens that you may acquire have not been registered under the Securities Act, state securities laws, or the laws of any country outside the united states. The DAO's position is that the Project Tokens should not be considered or regarded as securities as the purpose of the DAO is to provide a blockchain native treasury management application and the DAO tokens provide no rights to any distribution or profits and are non-transferable as detailed in this Agreement.

(b) Governance Tokens. Any governance tokens you may offer or receive have not been approved or disapproved by the United States Securities and Exchange Commission, any State Securities Commission, or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or upon the accuracy or adequacy of this agreement. Any representation to the contrary is a criminal offense. This application does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized. Any governance tokens that you may acquire from the Dapp and/or Member projects have not been registered under the Securities Act, state securities laws, or the laws of any country outside the united states.

(c) Not an Invitation to Invest or Purchase. The information contained on any of the DAO Properties, including but not limited to the Sites or Dapp, is not an invitation or solicitation to invest in or purchase any cryptocurrency or NFTs or to invest in the shares or other products or services or otherwise deal in these or enter into a contract with the DAO, any cryptocurrency marketplace, or any other company. The information provided herein should not be relied upon in connection with any investment decision. No reliance should be placed on any statements, rankings, or ratings on the DAO Properties, whether for investment purposes or otherwise.

14. OFAC Compliance.

The U.S. Department of Treasury, through the Office of Foreign Assets Control (“OFAC”), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a “Sanctioned Country”) and certain individuals, organizations, or entities, including, without limitation, certain “Specially Designated Nationals” (“SDN”) listed by OFAC. If you use the Site, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If the DAO determines that the Site is being used by prohibited persons, it will take any and all actions to terminate that User’s access to the Site.

15. Privacy Policy.

Certain areas of the Site or Dapp, including any and all interactions with the Ethereum blockchain, record your wallet address and details of the transactions you authorize. You understand that transactions, including parties you transact with, specific Crypto you hold, including unique ENS domain NFTs, third-party NFTs, the wallet address, metadata associated with any smart contract such as the executing function, or its arguments (or parameters) will contain aggregate information which may identify you personally.

Transactions on the Ethereum blockchain are not temporary or transient but are permanently and permissionlessly accessible. The DAO, its contributors, and its affiliates are not engaged in profiling activities whatsoever; however, any other third party, including government agencies and/or foreign adversaries, will have unfettered access to all of your transactions on the blockchain forever.

Your authorization of transactions with your wallet, using Crypto, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Dapp handles as little personal information as possible (only your wallet address). The DAO does not retain, have access to, or control any information you provide to the payment vendors with regards to your transacting with the Dapp (including any payments or transfer of funds); your authorization of any payment or execution of transactions you provide to the site is voluntary, and final.

Additionally, the Sites may employ Fathom Analytics for website traffic analytics, which doesn’t use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to potentially use this privacy-friendly analytics software, was in large part to ensure your IP address is only briefly processed by this 3rd party, and the DAO and the Site have no way of identifying you (aside from the aforementioned indelible entire history of cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of the DAO potentially using Fathom Analytics is to understand the Dapp website traffic in the most privacy-friendly way possible so that the DAO can continually improve the Dapp. The lawful basis as per the GDPR

is “Article 6(1)(f); where our legitimate interests are to improve our website and business continually.” Additionally, the DAO and its contributors have no interest in collecting this information.

16. Indemnification.

You agree to indemnify and hold the DAO Parties harmless from any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following:

- (i) Your Content;
- (ii) your use of, or inability to use, any DAO Property;
- (iii) your violation of the Terms;
- (iv) your violation of any rights of another party, including any Registered Users; or
- (v) your violation of any applicable laws, rules, or regulations.

The DAO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the DAO in asserting any available defenses. This provision does not require you to indemnify any of the DAO Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation, or concealment, or suppression or omission of any material fact in connection with the Sites or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms, and/or your access to the DAO Properties.

17. Arbitration.

(a) Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim arising under or related to your Account, the DAO protocol or Dapp, the Site, these Terms, or any other transaction involving you and the DAO, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation or validity thereof) (Dispute”), you and the DAO agree to first attempt to negotiate in good faith any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You should send your notice in an appropriate Discord channel via <https://discord.gg/movexyz> or via a message on <https://chat.blockscan.com> addressed to the DAO Gnosis multi-signature address 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 (“Notice Address”). The DAO will send its notice to you by the Discord handle provided by you in connection with the aforementioned notice or to the wallet address used in connection with the Dapp via the aforementioned <https://chat.blockscan.com/>.

(b) Binding Arbitration. If you and the DAO are unable to resolve a Dispute

through informal negotiations, either you or the DAO may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative or consolidated action or proceeding. In such event, these Terms memorialize a transaction in interstate commerce; (i) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section; and (ii) this Section shall survive termination of these Terms.

Any election to arbitrate by one party shall be final and binding on the other, and your grounds for appeal are limited. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in these Terms, you and the DAO may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.

(c) Restrictions/No Class Actions. You and the DAO agree that any claim brought in connection with a Dispute, whether resolved through arbitration or

not, will be brought between the DAO and you individually, and that you may not assert any such claim against the DAO as plaintiff or class Member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and the DAO is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Section 14 will be null and void.

(d) Exceptions to Informal Negotiations and Arbitration. You and the DAO agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

- i. any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the DAO's intellectual property rights; and (2) any claim for injunctive relief.

(e) Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if the DAO changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic mail to the aforementioned Notice Address via <https://chat.blockscan.com/>) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of the DAO's e-mail to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the DAO in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

(f) Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

(g) Release. You hereby release all of the DAO Parties from claims, demands, any and all losses, damages, rights, and actions of any kind, whether known or unknown, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Sites, Services, or Dapp, including but not limited to, any use of any information, ratings, rankings, scores, tips, or advice made available via the Sites, Services, or Dapp and any reliance thereon, of any kind arising in connection with or as a result of agreeing to these Terms or your use of the Sites, Services, or Dapp. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does

not apply to any claims, demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice by a DAO Party or for such party's fraud, deception, falsehood, promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the Sites, Services, or Dapp provided hereunder.

18. Governing Law.

These Terms and all aspects of your use of the Sites, Services, or Dapp shall be governed by and construed in accordance with the applicable internal laws of the United States and the State of Delaware governing contracts entered into and to be fully performed in Delaware (i.e., without regard to conflict of law's provisions) regardless of your location, except that Section 14 above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and federal courts sitting in Georgetown, Delaware, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express, or registered mail delivered to the address set forth in the books and records of the DAO, or if no such address has been provided, by e-mail to the e-mail address, or by notice via Discord, or by the aforementioned chat to the Notice Address provided by the relevant party to the DAO in connection with its use of the Sites, Services, or Dapp. With respect to any Disputes not subject to informal dispute resolution or arbitration (as set forth above), you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in Georgetown, Delaware, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in Georgetown, Delaware. With respect to certain non-U.S. persons, to the extent non-U.S. laws mandate a different approach with respect to governing laws, venue, statute of limitations, and dispute resolution methods, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

19. General.

(a) Severability. If any clause, part of any clause, or any provisions in these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

(b) No Waiver. No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

(c) **Force Majeure.** The DAO shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a “Force Majeure Event”), which causes the DAO to be unable to perform its obligations under these Terms, and which it has been unable to overcome by the exercise of its due diligence, provided that the DAO shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such Force Majeure Event and shall resume performance as quickly as reasonably possible.

(d) **Survival.** All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

(e) **Entire Agreement.** These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Sites, Services, or Dapp, and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

20. Contacting Us.

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending a message to the DAO’s Discord public channels, or by sending a message via <https://chat.blockscan.com/> addressed to the Notice Address.
