

# Terms of Service

Last Updated: August 21st, 2022

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE “TERMS OF SERVICE”) CAREFULLY. THIS SITE AND ANY OTHER WEBSITES OF THE DAO (“DAO”), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “SITE”) IS CONTROLLED BY THE DAO. THESE TERMS OF USE GOVERN THE USE OF THE SITE AND APPLY TO ALL INTERNET USERS VISITING THE SITE. BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE (EACH A “SERVICE” AND COLLECTIVELY, THE “SERVICES”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE DAO, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF SERVICE. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

PLEASE BE AWARE THAT SECTION 15 (ARBITRATION, OUR DISPUTE RESOLUTION PROCESS) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR

PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

### **Decentralized, Centralized Applications.**

DAO applications may be accessed at the following URLs: daolabs.wtf, dao-lawfirm.xyz, movement.xyz, juicebox.wtf, treasury.wtf, tiles.wtf and any services used by the DAO, such as Discord, Twitter, Instagram and Github.<sup>[1]</sup>

### **Parties, Notice addresses.**

The parties to this agreement are **you** (user of the DAO's decentralized application) and **the DAO**. For the purpose of electronic communication or other electronic notice you may contact the DAO via its Service Provider at dao-lawfirm.xyz or by email at [0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc](mailto:0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc) or [0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc](mailto:0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc).

### **Introduction.**

Please read these terms of service ("Terms") carefully. These Terms are between you and the DAO (the "DAO," "we," "us," or "our") concerning your use of the **DAO's decentralized application ("DAPP") or websites**, including the sites listed above, other DAO websites, and other websites maintained by the DAO (together the "Site" or "Sites") which may interact with and operate on the Juicebox protocol (the "Juicebox DAO Protocol") currently available on Ethereum via [smart contracts](#) ("Smart Contracts").

These Terms apply to you ("**you**," or "**User**") as a user of the Site information made available on the Site.

### **1. By using the Site, you agree to these Terms.**

Certain features on the site may be offered while still in "beta" form ("**Services**"). By accepting these Terms or using the Services, You understand and acknowledge that the Services are being provided as a version and made available on an "As Is" or "As Available" basis. The Services may contain bugs, errors, and other problems.

You assume all risks and all costs associated with your use of the DAO services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information, or data. In addition, we are not obligated to provide any maintenance, technical support, or other support for the Services.

None of the information, services, or materials offered on the Sites constitute, or are intended to constitute, legal, financial, tax, investment, or other advice, and you should not act or refrain from acting based on any information, services,

or materials provided on the Sites. All content on the Sites is information of a general nature and does not address the unique circumstances of any particular user. You are strongly urged to consult with your own legal, financial, tax, investment, and other advisors as to all legal, financial, tax, and investment-related questions you have.

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on the behalf of which you are acting to these Terms, you are at least 18 years old or the age of majority where you reside, whichever is older, you can form a legally binding contract online, and you have the full right, power, and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company or other legal entity on the behalf of which you are acting.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY THE DAO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, the DAO will make a new copy of the Terms of Service Agreement available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the “Last Updated” date at the top of the Terms of Service Agreement. The DAO may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

## **2. Information of a Legal, Accounting, or Tax Matters.**

Any legal, financial, or tax comments within the Sites are provided for informational and illustrative purposes only, and are not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information gleaned from any documents, comments, or instructions within the Sites. The DAO does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet), and the provision of contact information is not a recommendation that you hire any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.

## **3. Risks Involved in the Use of the Smart Contracts.**

The DAO protocol runs entirely on publicly accessible smart contracts explained in detail throughout the Juicebox DAO’s online documents, currently available

at <https://info.juicebox.money>. The Juicebox DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities 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.**

#### **4. Source Code Repositories.**

No Warranties. The DAO's source code Repository is only a presentation of information regarding certain view points and technologies. The statements contained in the Repository 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 Repository, nor does the Repository 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 Repository as a basis for making any financial or other decision.

#### **5. Intellectual Property.**

The rights granted to you in the Agreement are subject to the following restrictions: (a) 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; (b) 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; (c) you shall not use any metatags or other "hidden text" using the DAO's name or trademarks; (d) 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; (e) 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); (f) 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 (h) 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 the Agreement. The DAO, its suppliers and Service Providers reserve all rights not granted in

the Agreement. Any unauthorized use of any the DAO's Property terminates the licenses granted by the DAO pursuant to the Agreement.

**1. The DAO Properties.** Except with respect to Your Content and User Content, you agree that the DAO and its suppliers own all rights, title and interest in the 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.

**2. Your Content.** The DAO does not claim ownership of Your Content. However, when you as a Registered 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.

**3. License to Your 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 our other 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 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. The Decentralized Application.**

The DAO provides access to a DAPP, a decentralized finance application, ("**Application**") on the Ethereum blockchain that allows individuals to contribute Ethereum assets including Ethereum, ERC-20, ERC-721, and other Ethereum-based assets ("**Cryptocurrency Assets**") to the DAO Treasury as contributions. The Application may be configured as to emit project tokens ("**Project Tokens**") which may or may not have utility. The Application 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 their wallet at all times.

Using the DAO protocol may require that you pay a fee, such as gas fees on the Ethereum network, to perform a transaction. You acknowledge and agree that the DAO has no control over any transactions among Users over the DAO's protocol, or the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DAO protocol-compatible wallet address ("**Cryptocurrency Wallet**") to complete any such transaction on the DAO protocol or the Ethereum network before initiating such a transaction.

## **7. Access to the DAO Application.**

Access to the Site is provided on an "AS IS" and "as available" basis only. We do not guarantee that the Site, 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; We reserve the right to limit the availability of the Site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Site, at any time and in our sole and absolute discretion. We may remove or amend the content of the Site at any time. Some of the Site 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 Site, or any content on it, 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 Site being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site.

**Registering Your Account.** In order to access certain features of the DAO's Properties you may be required to become a Member. For purposes of the Agreement, a Member is also a "Registered User", which is a user who has registered an account on the Site ("Account"), and has a valid account on a third party service through which the user has connected to the Site (each such account, a "Third-Party Account").

### **As a condition to accessing or using the Site, you will:**

1. only use the Site in accordance with these Terms;
2. ensure that all information that you provide on the Site is current, complete, and accurate;
3. ensure compliance with all U.S. Securities laws; and

4. maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

You acknowledge that all Content, including DAO Properties, 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 Content that **you upload, post, e-mail, transmit or otherwise make available (“Make Available”)** through the DAO Properties (“Your Content”), and that you and other Registered Users of DAO Properties, and not DAO, are similarly responsible for all Content that you and they Make Available through the DAO Properties (“User Content”).

You acknowledge that the DAO has no obligation to pre-screen Content (including, but not limited to, User Content), although the DAO reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, 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 Agreement or is otherwise objectionable.

**As a condition to accessing or using the Site, you will not:**

1. 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;
2. export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;
3. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
4. make commercial use of the Site or any of its content without our express written permission;
5. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
6. 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’);
7. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the DAO protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DAO protocol in any manner;
8. attempt to circumvent any content filtering techniques or security measures that DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;

9. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
10. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
11. **post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;**
12. 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
13. encourage or induce any third party to engage in any of the activities prohibited under these Terms.

**You acknowledge that the Site and your use of the Site contain certain risks, including, without limitation, the following risks:**

1. that any Smart Contracts you interact with are entirely your own responsibility and liability;
2. that at any time, your access to your Cryptocurrency Assets may be suspended or terminated or there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to complete a transaction or interact with a Smart Contract; and
3. That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.

**Accordingly, you expressly agree that:**

1. you assume all risks in connection with your access and use of the Site, the DAO Application and the Smart Contracts; and
2. you expressly release the DAO and our contributors, Members, and affiliates, and hold them harmless from and against any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive, and exemplary damages, and including but not limited to economic loss, business disruption, and/or attorney's fees) arising from or in any way related to the Site, the Application, and/or the Smart Contracts. You expressly waive all such claims against the Releases.

**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.

**Export control.** You may not use, export, import, or transfer the DAO DAPP except as authorized under U.S. law and the laws of the jurisdiction in which you obtained the DAO property (DAPP or Site), and any other applicable laws. In particular, but without limitation, the DAO properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the DAO DAPP, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the DAO DAPP for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by the DAO are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer DAO DAPP products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

## **8. Securities Law Matters.**

ANY GOVERNANCE 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 GOVERNANCE 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 DAO'S GOVERNANCE TOKENS SHOULD NOT BE CONSIDERED OR REGARDED AS SECURI-

TIES 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 THE TERMS OF USE.

**“Not an Invitation to Invest or Purchase.”**

The information contained on the DAO Properties 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.

**9. 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.**

**10. Third Party Links.**

The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material, or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party’s website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

**11. Privacy Policy.**

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

The Ethereum blockchain transactions 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 Cryptocurrency address, using Cryptocurrency Tokens, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application, handles as little personal information as possible, only your Cryptographic address. With regards to transaction with the Application, including any payments or transfer of funds, any information you provide to the payment vendors we do not retain, have access to or control; 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 Application website traffic in the most privacy-friendly way possible so that the DAO can continually improve the Application. 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.

## **12. Disclaimers; Limitation of Liability.**

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER 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 (COLLECTIVELY, "DAO PARTIES") WARRANT THAT THE SITE WILL

BE UNINTERRUPTED, BUG-FREE, OR ERROR-FREE, AND NONE OF THE DAO PARTIES WARRANT THAT SMART CONTRACTS ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE). THE DAO PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DAO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DAO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY 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.

Certain content and materials available on the Site are for informational purposes only and are not intended to address your particular requirements. In particular,

the content and materials available on the Site do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such decision.

Nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services by the DAO to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask (currently available at <https://metamask.io/>). MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

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. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

### **13. Indemnification.**

You agree to indemnify and hold the DAO and its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “DAO Party” and collectively, 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: (a) Your Content; (b) your use of, or inability to use, any DAO Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) 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 Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement, and/or your access to the DAO Properties.

## 14. Arbitration.

**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 Application, 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 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 Cryptographic address used in connection with the Application via the aforementioned <https://chat.blockscan.com/>.

**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 this Agreement, 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.

**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 Arbitration section will be null and void.

**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:

- (1) 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.

**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 email 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.

**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.

**Release.** You hereby release the DAO, affiliates, Service Provider, and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the DAO DAPP, including but not limited to, any use of any information, ratings, rankings, scores, tips, or advice Made Available via the DAO DAPP and any reliance thereon, of any kind arising in connection with or as a result of the Agreement or your use of the DAO 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 DAPP or the DAO Site or any Services provided hereunder.

## 15. Governing Law.

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the 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 the Arbitration section 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 addressed to it at the address set forth in the books and records of the DAO, or if no such address has been provided, by email to the email 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 Site. 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*. To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

## **16. General.**

If any clause or part of any clause of 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.

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.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

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.

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.

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 Site, the DAO and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

## **17. 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 eth:0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6,  
which has been provided for convenience, or to the above referenced Service  
Provider notice address.

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