EOS Constitution on Github – ~~Thomas Cox~~EOS Pacific

0.   Preamble

All accounts created or naturalized in the EOS and subject to the jurisdiction thereof, are Members of the EOS and of the communities wherein they reside. We the Members of the EOS, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our prosperity, do ordain and establish this Constitution for the EOS.

1.   Article I – No ~~Initiation of Violence~~Offense

~~Members~~Nor shall ~~not initiate violence or the threat of violence against~~any Member intentionally, knowingly, or recklessly commit an offense to another Member. Lawful prosecution of crimes with the goal of preserving or protecting life, liberty ~~and~~, or property does not constitute ~~initiation of violence~~committing an offense.

2.   Article II – No Perjury

~~Members~~Each Member shall be liable for losses ~~caused by~~arising from making any false or misleading ~~attestations and shall forfeit~~statement. Each Member shall fully disgorge any profit ~~gained thereby~~resulting from making such false or misleading statement.

3.   Article III – Property Rights

~~The Members grant the right of contract and of private property to each other, therefore no property shall change hands except with the consent of the owner, by a valid Arbitrator's order, or via community referendum. This Constitution creates no positive rights for or between any Members.~~

Nor shall any Person deprive any Member of private property without due process of law. Nor shall private property of any Member be taken for public use, without just compensation. Nor shall any Person deny to any Member the equal protection of the laws.

4.   Article IV – No Vote Buying

~~No~~Nor shall any Member ~~shall~~offer ~~nor~~or accept anything of value in exchange for a vote of any type~~, nor~~. Nor shall any Member unduly influence the vote of another. Nor shall any vote under duress or undue influence be valid.

5.   Article V – No Fiduciary

~~No~~Nor shall any Member ~~nor~~or EOS token holder ~~shall~~have fiduciary ~~responsibility to support the value of the EOS token. The Members do not~~duty to EOS. Nor shall any Member authorize ~~anyone~~any Person to hold assets, ~~borrow, nor contract~~finance, or enter into contractual relationship on behalf of all or any of EOS token holders ~~collectively~~. This blockchain has no owners, managers, or fiduciaries~~; therefore, no~~. Nor shall any Member ~~shall~~have beneficial interest in more than ten percent (10%) of the outstanding EOS ~~token supply~~tokens.

6. Article VI – ~~Restitution~~Punitive Damages

Each Member agrees that ~~penalties~~punitive damages for breach of contract may include, but ~~are~~ not limited to, substantial fines, loss of account, nullification of transactions, and other ~~restitution~~punitive damages.

7. Article VII – Open Source

Each Member who ~~makes available~~distributes a smart contract on this blockchain shall be a Developer. Each Developer shall ~~offer their~~publicize his smart contracts via a free and ~~open source~~open-source license, and each smart contract publicized shall be documented with a Ricardian Contract stating the intent of all parties and ~~naming the Arbitration Forum~~designating the Arbitral Tribunal that will resolve disputes arising from that contract.

8. Article VIII – Language

Multi-lingual contracts must specify one prevailing language in ~~case of dispute and the~~the event that a dispute arises therefrom. English shall be the default language if there is no prevailing language specified. The author of any translation shall be liable for losses ~~due to their~~, if any, arising from his false, misleading, or ambiguous ~~attested~~ translations.

9. Article IX – Dispute Resolution

~~All disputes arising out of or in connection with this Constitution shall be finally settled under the Rules of Dispute Resolution of the EOS Core Arbitration Forum by one or more arbitrators appointed in accordance with the said Rules.~~

All Members agree that, in the event that a dispute arises and the Parties are unable to resolve it, then the dispute shall be settled and determined by binding arbitration, as the default remedy. The dispute shall be determined and resolved by a tribunal composed of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators previously appointed shall appoint the third arbitrator, who shall act as the chairman of the tribunal. The Parties may resort to other dispute resolution mechanism, such as, litigation or mediation, should they mutually agree to choose to do so.

10. Article X – Choice of Law

~~Choice of law for disputes shall be, in order of precedence, this Constitution and the Maxims of Equity.~~

This Constitution shall be interpreted, construed, and enforced in accordance with the Maxims of Equity.

11. Article XI – Amending

This Constitution and its ~~subordinate~~ancillary documents ~~shall~~may not be amended except by a vote of the token holders ~~with~~representing no less than ~~15% vote participation among tokens and no fewer than~~fifteen percent (15%) of the outstanding tokens entitled to vote and the number of

"Yes" vote is at least ten percent (10%) more ~~Yes~~ than the number of "No ~~votes, sustained for 30 continuous days within a 120 day period~~" vote.

12. Article XII – Publishing

~~Members~~Each Member may ~~only~~ publish information to ~~the Blockchain that is within their right to publish. Furthermore, Members voluntarily consent for all Members to~~this blockchain only if he is entitled to publish such information. Each Member may permanently and irrevocably retain a copy of, analyze, and distribute all ~~broadcast~~ transactions and derivative information that have been duly published.

13. Article XIII – Informed Consent

~~All~~Each service ~~providers who produce~~provider who produces tools to facilitate the construction and ~~signing~~conclusion of transactions on behalf of ~~other~~applicable Members shall present to ~~said other~~such Members the terms and conditions of the full Ricardian contract ~~terms of~~under this Constitution and other ~~referenced~~related contracts. Service providers shall be liable for losses, if any, resulting from failure to disclose the terms and conditions of the full Ricardian contract ~~terms to users~~to applicable Members.

14. Article XIV – Severability

If any ~~part~~clause of this Constitution is ~~declared unenforceable or~~illegal, invalid, or unenforceable under any present or future law, the remainder ~~will continue to be~~of this Constitution will not be affected thereby. If any such clause is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a clause as similar in terms to such clause as is possible to make such clause legal, valid, and enforceable.

15. Article XV – Termination ~~of Agreement~~

~~A Member is automatically released from all revocable obligations under this Constitution 3 years after the last transaction signed by that Member is incorporated into the blockchain. After 3 years of inactivity an account may be put up for auction and the proceeds distributed to all Members according to the system contract provisions then in effect for such redistribution.~~

Three (3) years after a Member's last concluded transaction is recorded on this blockchain, such Member is automatically discharged from all retroactive obligations under this Constitution. In the event that an account is inactive for consecutive three (3) years, such account may be put up for auction and the proceeds derived therefrom may be redistributed to all Members in accordance with the applicable rules then in effect for such redistribution.

16. Article XVI – ~~Developer Liability~~Indemnification for Developers

~~Members agree to hold software developers harmless for unintentional mistakes made in the expression of contractual intent, whether or not said mistakes were due to actual or perceived negligence.~~

Each Member agrees to defend, indemnify, and hold harmless software developers for and against any loss, damage, claim, or obligation which results from, arises out of or in connection with such developer's negligence, except for gross negligence or willful misconduct.

17. Article XVII – Consideration

All rights and obligations under this Constitution are ~~mutual and reciprocal and of equally significant value and cost to all parties.~~in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Members.

18. Article XVIII – Acceptance

A contract is deemed to be accepted when ~~a member signs~~: (i) a Member concludes a transaction which incorporates a TAPOS proof of a block whose implied state incorporates an ABI of said contract and (ii) said transaction is ~~incorporated into the~~recorded unto this blockchain.

19. Article XIX – Counterparts

This Constitution may be ~~executed in any number of~~established in multiple counterparts, each of which ~~when executed and delivered shall constitute a duplicate~~will be an original instrument, but all ~~counterparts together shall~~of which will constitute ~~a single~~one agreement.

20. Article XX – Interim Constitution

This ~~constitution~~Constitution is interim and is intended to remain in effect until ~~a permanent constitution is written and~~the final Constitution is drafted, ratified and promulgated in a referendum.