



Open Source Economy

TERMS AND CONDITIONS

Open Source Economy Platform

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INTRODUCTION AND NON-PROFIT MISSION

Open Source Economy ("we," "us," or "our") is a non-profit association established under Articles 60-79 of the Swiss Civil Code (ZGB), dedicated to advancing the open source software ecosystem through sustainable funding mechanisms and collaborative support.

Our non-profit mission includes:

- Advancing and supporting the open source software ecosystem
- Creating sustainable funding mechanisms for open source projects
- Connecting businesses and developers to strengthen open source infrastructure
- Promoting open source software development and adoption worldwide
- Ensuring long-term sustainability of critical open source technologies

As a Swiss non-profit association, we do not distribute profits to members, directors, or officers. All revenue generated through our platform, including fees collected, is reinvested in our operational infrastructure and mission-related activities to support the open source community.

These Terms and Conditions ("Terms") govern your access to and use of the Open Source Economy platform (the "Platform"), operated by Open Source Economy.

By accessing or using our Platform, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access or use the Platform.

1. DEFINITIONS

For the purposes of these Terms:

- **"Platform"** refers to the Open Source Economy website and services available at www.open-source-economy.com.
- **"Developer"** refers to individuals or entities who register on the Platform as contributors to open source projects.
- **"Business User"** refers to individuals or entities who register on the Platform to request services from Developers.
- **"User"** refers to both Developers and Business Users.

- **"Service Request"** refers to a request made by a Business User for services related to an open source project.
- **"DoW"** refers to the Platform's currency used for transactions (Digital Open source Work).
- **"Service Credits"** refers to credits obtained through subscription plans or DoW purchases that can be used to request services.
- **"Open Source Project"** refers to a software project whose source code is made available under an open source license.
- **"Services"** refers to work offered by Developers on Open Source Projects, such as bug fixes, feature development, support, documentation, consultancy, etc.

2. PLATFORM ROLE AND NATURE

2.1 Intermediary Status

Open Source Economy is a marketplace that acts solely as an intermediary facilitator. We provide the Platform to connect Business Users with Developers who offer services related to open source projects.

2.2 No Party to Transactions

Open Source Economy is not a party to any agreement or transaction entered into between Business Users and Developers regarding Services. We do not provide the Services directly.

2.3 No Employment Relationship

Open Source Economy does not employ Developers. All Developers act as independent contractors in relation to both Open Source Economy and Business Users.

2.4 No Guarantees

Open Source Economy does not guarantee that any Service Request will be accepted or fulfilled by any Developer, nor do we guarantee the quality, legality, accuracy, or outcome of any Services provided.

3. REGISTRATION AND ACCOUNT

3.1 Eligibility

To use the Platform, you must be at least 18 years old and capable of forming a legally binding contract. Businesses must be legally constituted entities or authorized representatives.

3.2 Account Creation

3.2.1 For Developers:

- You must register on the Platform and declare the open source projects you contribute to.
- You must provide accurate, current, and complete information during the registration process.
- You are responsible for maintaining the confidentiality of your account credentials.

3.2.2 For Business Users:

- You must register on the Platform and provide accurate, current, and complete information.
- You are responsible for maintaining the confidentiality of your account credentials.
- You may choose to subscribe to a monthly plan or purchase DoW.

3.3 Account Security

You are responsible for safeguarding your account credentials and for all activities that occur under your account. You must notify Open Source Economy immediately of any unauthorized use of your account.

3.4 Account Verification

We reserve the right to request additional documentation at any time to verify your identity and legitimacy. This may include government-issued ID, business registration documents, or proof of contribution to declared Open Source Projects. During verification, payments, transfers, and certain activities may be suspended until the verification process is completed.

3.5 User Area

Each user (Business User or Developer) has a dedicated area on the Platform to manage their activities, including service requests, transaction history, and account settings.

4. SUBSCRIPTION PLANS AND DOW

4.1 Subscription Plans

Business Users may subscribe to one of the following plans:

- Individual
- Startup
- Scale Up
- Enterprise
- Custom

Current pricing and benefits are available at <https://www.open-source-economy.com/pricing>. We reserve the right to change pricing at any time without notice.

4.2 Benefits of Subscription

Subscription plans include:

- Monthly Service Credits that can be used to request services from Developers
- Community recognition as a supporter of open source projects (if available in the plan)
- Marketing promotion on our media channels (if available in the plan)
- Donation of a fraction of the subscription amount to open source projects and ecosystem

4.3 DoW Purchases

Business Users may purchase DoW as a one-time payment to obtain Service Credits.

4.4 Service Credits

- Service Credits obtained through subscriptions roll over month to month and do not expire as long as the subscription remains active.

- Service Credits obtained through DoW purchases do not expire as long as the user account remains active.
- Service Credits are non-transferable and non-refundable.
- Service Credits have no cash value outside the Platform and cannot be redeemed for money.

5. SERVICE REQUESTS

5.1 Submission Process

Business Users may request services for open source projects registered on the Platform by:

- Funding a GitHub issue
- Issuing a Service Request for an open source project

5.2 Developer Responses

Developers who receive Service Requests may:

- Accept the request as is
- Accept the request with a modified amount or scope
- Request additional funding to accept the Service Request
- Decline the request for any reason

5.3 Service Execution

Upon acceptance of a Service Request:

1. The Developer begins work on the requested service.
2. Upon completion, the Developer updates the status of the request on the Platform.
3. The Business User is notified of the completion.
4. The Business User must review and accept the completed work.
5. Upon acceptance, the Service Request is marked as completed and closed.
6. The allocated Service Credits are transferred to the Developer's account.

5.4 Cancellation

Business Users may close any Service Request at any time. However, any Service Credits allocated to the request will not be refunded if work has already commenced.

5.5 No Guarantee of Acceptance

Business Users acknowledge and agree that there is no guarantee that any Service Request will be accepted or completed by Developers.

6. PAYMENTS AND FEES

6.1 Platform Fees

- All transactions on the Platform are subject to fees ranging from 0% to 25%, which are necessary to sustain our operations as a non-profit association.
- These fees are used solely to cover operational costs, platform development, and to further our non-profit mission of supporting the open source ecosystem.
- Fees will be deducted from all transactions before payment to Developers.
- Both Business Users and Developers agree to these fees without reservation.

6.2 Non-Profit Purpose

In accordance with Swiss law governing non-profit associations (Articles 60-79 of the Swiss Civil Code):

- Open Source Economy does not distribute profits to members, officers, or directors.
- All surplus funds are reinvested in platform development and initiatives supporting our mission.
- We maintain transparent financial practices in line with our non-profit status.

6.3 Developer Payments

- Developers collect Service Credits for completed and validated work.
- Developers may transfer their balance, in part or in full, at any time to a bank account of their choice.
- Transfers require valid bank details provided by the Developer.

6.4 Refunds

Subscription fees and DoW purchases are non-refundable except at our sole discretion.

6.5 Donations and Support for Open Source

In fulfillment of our non-profit mission:

- We allocate a portion of our resources to support open source projects, their dependencies, and the broader ecosystem.
- Open Source Economy will distribute any gifted credits or donations to open source projects at its sole discretion, guided by our mission to strengthen the open source ecosystem.
- We maintain transparent reporting about how these funds are allocated within the open source community.
- Business Users may designate a portion of their subscription fees as donations to the open source ecosystem, administered by Open Source Economy.
- Open Source Economy may collect direct donations from individuals or businesses to support our association and its mission, separate from subscription fees and DoW purchases. These voluntary donations are provided without expectation of services in return and are used to further our non-profit objectives.

6.6 Billing and Transaction History

- The Platform will provide receipts for all payments received from Business Users.
- All Users can access their transaction history through their accounts.

7. USER CONDUCT

7.1 General Conduct

Users agree to:

- Comply with all applicable laws and regulations
- Respect the intellectual property rights of others
- Maintain the confidentiality of their account credentials
- Provide accurate and truthful information
- Not engage in any fraudulent or deceptive activities

7.2 Developer Obligations

Developers agree to:

- Accurately represent their contributions to open source projects
- Make reasonable efforts to complete accepted Service Requests
- Communicate any issues or delays to Business Users
- Provide services with reasonable skill and care
- Only accept Service Requests they are qualified to fulfill

7.3 Business User Obligations

Business Users agree to:

- Provide clear and specific details for Service Requests
- Review completed work in a timely manner
- Not use the Platform for any illegal or unauthorized purpose
- Respect the Developer's expertise and judgment

8. INTELLECTUAL PROPERTY

8.1 Platform Intellectual Property

Open Source Economy retains all rights, title, and interest in and to the Platform, including its design, software, documentation, trademarks, and content (excluding User-generated content).

8.2 Deliverables

All deliverables resulting from Service Requests (code, documentation, etc.) will be open source and subject to the existing license of the relevant open source project.

8.3 No Ownership Transfer

- There is no transfer of ownership of code or work done by Developers through the Platform.
- Developers retain ownership of their original contributions, subject to the terms of the applicable open source license.
- Business Users are granted usage rights in accordance with the applicable open source project license.
- All applicable intellectual property laws remain in effect.

8.4 User Content

Users grant Open Source Economy a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display the content they post on the Platform (e.g., project descriptions, service requests, profile information) solely for the purposes of operating and promoting the Platform.

9. DISCLAIMER OF WARRANTIES

9.1 Platform Warranty Disclaimer

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF

ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.2 Service Warranty Disclaimer

DEVELOPERS ONLY HAVE AN OBLIGATION OF MEANS, NOT RESULTS. WE DO NOT GUARANTEE THE QUALITY, ACCURACY, OR RELIABILITY OF ANY SERVICES PROVIDED THROUGH THE PLATFORM.

9.3 Intermediary Role

Open Source Economy is solely an intermediary and has no liability or responsibility for the services provided by Developers.

10. LIMITATION OF LIABILITY

10.1 Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM; b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PLATFORM; c) ANY CONTENT OBTAINED FROM THE PLATFORM; OR d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR TRANSMISSIONS.

10.2 Liability Cap

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE GREATER OF: a) THE AMOUNT PAID BY YOU TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; OR b) ONE HUNDRED SWISS FRANCS (CHF 100).

10.3 Basis of the Bargain

The limitations of damages set forth above are fundamental elements of the basis of the bargain between Open Source Economy and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Open Source Economy and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

a) Your use of and access to the Platform; b) Your violation of any term of these Terms; c) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or d) Any claim that your content caused damage to a third party.

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 Informal Dispute Resolution

If you have a dispute with Open Source Economy, you agree to contact us first and attempt to resolve the dispute informally by sending a written notice to our contact email. The notice must (a) include your name, address, email, and phone number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. We will attempt to resolve the dispute by contacting you via email. If Open Source Economy and you do not reach an agreement to resolve the claim within 60 days after the notice is received, you or we may commence formal dispute resolution proceedings.

12.2 Arbitration

If informal dispute resolution is unsuccessful, any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the

Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one; The seat of the arbitration shall be Zurich, Switzerland; The arbitral proceedings shall be conducted in English.

12.3 Exceptions to Arbitration

Notwithstanding the foregoing, nothing in these Terms will prevent either party from:

- Seeking injunctive relief from a court of competent jurisdiction
- Filing a complaint with a relevant regulatory authority
- Pursuing claims that qualify for small claims court

12.4 Class Action Waiver

To the extent permitted by law, you and Open Source Economy agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action.

12.5 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.

12.6 Forum for Judicial Proceedings

Any judicial proceedings not subject to arbitration under these Terms shall be brought exclusively in the courts of Switzerland, and you and Open Source Economy hereby consent to the personal jurisdiction of such courts.

13. SPECIFIC DISPUTE PROCEDURES

13.1 Developer-Business User Disputes

If a dispute arises between a Developer and a Business User regarding a Service Request:

1. **Initial Communication:** The parties must first attempt to resolve the dispute through direct communication via the Platform's messaging system.
2. **Mediation by Open Source Economy:** If the dispute is not resolved within 7 days, either party may request Open Source Economy to act as a mediator. We will review the case, including all communications and deliverables, and provide a recommended resolution within 14 days.
3. **Resolution Implementation:**
 - If both parties accept our recommendation, it will be implemented accordingly.
 - If one or both parties reject our recommendation, the dispute will proceed according to the general dispute resolution procedures outlined in Section 12.

13.2 Service Quality Disputes

For disputes specifically related to the quality of services provided:

1. **Reporting Period:** Business Users must report any quality issues within 14 days of service delivery.
2. **Review Process:** Upon receiving a quality complaint, we will:
 - Request detailed information from both parties
 - Review the deliverables against the original Service Request
 - Consider industry standards and best practices
3. **Outcomes:** Based on our review, we may:
 - Request the Developer to make specific improvements
 - Partially refund Service Credits to the Business User
 - Fully refund Service Credits to the Business User
 - Determine that the deliverables meet reasonable requirements
4. **Appeal:** If either party disagrees with our determination, they may appeal through the dispute resolution process outlined in Section 12.

14. TERM, TERMINATION, AND ACCOUNT CLOSURE

14.1 Term

These Terms commence upon your first use of the Platform and continue until your Account is terminated or closed.

14.2 Subscription Cancellation

Business Users may cancel their ongoing subscriptions from their account prior to renewal with at least one day's notice. Cancellation will take effect at the end of the current paid term. Access to subscription benefits and accrued credits will continue until the end of the paid term.

14.3 Account Closure

Users may close their accounts at any time.

- Developers must transfer any remaining balance before closing their accounts. Any balance remaining after account closure may be forfeited.
- Business Users: Upon account closure, any remaining unused Service Credits (from subscriptions or DoW purchase) are forfeited and non-refundable.

14.4 Termination by Open Source Economy

We reserve the right to terminate or suspend your account and access to the Platform at any time, without notice, for conduct that we believe violates these Terms or is harmful to other Users, us, or third parties, or for any other reason at our sole discretion, including but not limited to:

- Breach of these Terms
- Failure to comply with verification requests
- Conduct that we deem harmful to the Platform, other Users, or our non-profit mission
- Extended periods of inactivity
- Legal requirements or governmental request

14.5 Effect of Termination

Upon termination, your right to use the Platform ceases immediately. Provisions of these Terms that by their nature should survive termination shall survive (including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, governing law).

15. PRIVACY AND DATA PROTECTION

Use of the Platform is subject to the Open Source Economy Privacy Policy, which explains how user information is collected, used, and protected. The Privacy Policy is incorporated by reference into these Terms. Users agree to the terms of the Privacy Policy as part of their overall use of the Platform.

16. CHANGES TO TERMS

We reserve the right to modify these Terms at any time. If we make changes, we will provide notice by posting the updated Terms on the Platform and updating the "Last Updated" date. Significant changes may also be communicated via email or Platform announcement. Your continued use of the Platform after such notice constitutes your acceptance of the modified Terms.

17. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Open Source Economy regarding the Platform and supersede all prior agreements and understandings, whether written or oral.

18. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

19. NO WAIVER

The failure of Open Source Economy to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

20. ASSIGNMENT

These Terms are personal to you, and you may not assign your rights or obligations hereunder without Open Source Economy's prior written consent. Open Source Economy may assign its rights and obligations under these Terms without restriction.

21. NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Open Source Economy (i) via email (to the address you provide) or (ii) by posting to the Platform.

22. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Open Source Economy Association
Sinslerstrasse 67
6330 Cham
Registration number: CH-170.6.000.589-2
UUID: CHE-440.058.692
contact@open-source-economy.com

23. SPECIFIC NOTES FOR USERS

23.1 For Developers:

- You retain full control over which Service Requests you accept and how you perform the work.

- Earnings are net of Open Source Economy fees, and payments are contingent on Business User approval of your work.
- You are responsible for ensuring your contributions comply with the open source project's licensing terms.

23.2 For Business Users:

- Your investment in subscriptions or DoW supports the open source ecosystem but does not guarantee service fulfillment.
- You accept that deliverables are open source and subject to existing project licenses, with no ownership transfer.
- All financial commitments (subscriptions, DoW, fees) are non-refundable unless Open Source Economy decides otherwise.

By using the Open Source Economy Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.