

## **Terms and Conditions Applicable to Participation in the DAO of dOrg, LLC**

The following Terms and Conditions (the “Conditions”) are a legally binding contract between you (“you”), the participant in the decentralized autonomous organization protocol known as dOrg (the “DAO”), made available by **dOrg, LLC**, a Vermont blockchain-based limited liability company (the “Company” or “we” or “us”) available here. Together, you and we are collectively known as the “Parties” or, singly, as a “Party”.

In order to participate in the DAO, you must agree to read, accept, adhere to, and be bound by all of the provisions contained in these Conditions. If you do not accept the Conditions in their entirety, you are not permitted to use the DAO. By participating in the DAO, you represent that you have read the Conditions and agree to adhere to and be bound by all of the Conditions in their entirety.

The Company may amend these Conditions at any time with five (5) days’ written notice to you, which notice may be given electronically, including in or through the DAO. Your continued participation in the DAO after the effective date of a revised version of the Conditions constitutes your acceptance of its terms.

Participation in of the DAO does not constitute, require, or automatically grant membership in the Company. Membership rights are granted and governed according to the provisions of the Company’s Operating Agreement.

Section 1. **Authority to Contract; Eligibility to Use the DAO.** By accessing, using, submitting a profile to, posting or responding to a request for work with a proposed “Project Specification Sheet” (as defined in the “Contractor Term Sheet”), or otherwise engaging with the DAO, you affirm that you are at least eighteen (18) years of age. You also represent, acknowledge, and agree that (i) you are interacting with the DAO on your own behalf; (ii) that you have the legal capacity and the right to enter into a binding agreement; and (iii) that your interaction with the DAO and your agreement to these Conditions does not violate any law or government rule applicable to you.

Section 2. **Types of Services and Related Rights.** The Company runs the DAO. Individuals, organizations, corporate entities, or other participants, both Members and Non-Members of the Company (the “Participants”) may be permitted to use and access the DAO. One of the uses to which the Company puts the DAO is soliciting proposals from Participants for the performance of technical services (the “Services”), both for third parties and for the Company itself, including for development or enhancement of the DAO itself. For all such Services, regardless of whether they are performed for third parties or for the Company and/or the DAO, the Company and the relevant Participant will agree on the scope of the work, the deliverables, and the rate and terms of payment through a Project Specification Sheet approved by the Members through a vote conducted via the DAO, as supplemented by the Contractor Term Sheet applicable to all Services contracted by the DAO. The third party may also submit a project using other documentation, provided that the acceptance of such submissions shall be entirely at the discretion of dOrg, which must approve its use via the DAO process, and of the eventual Participant who will perform the project. If approved and accepted by them, such documentation will be deemed to be the Term Sheet. In the case of a conflict between such other documentation acting as the Term Sheet, and the provisions of the Terms and Conditions for submission of

projects, the provisions of those Terms and Conditions will prevail unless such conflict is expressly identified as such and is expressly approved via the DAO process and by the Participant.

Section 3. **Payment.** No payment of any kind is due under the Conditions or as a matter of the parties' relationship. Any payment or right to the same will be determined by the parties on a per-project basis in each Work Order. The form of payment for Services will be agreed upon by the parties in the Work Order, but all payments are expected to be made in digital currencies or tokens, including, but not limited to, Ethereum. Any payment due to a Participant for work performed for a third party through the DAO is contingent upon the Company first receiving the third party's payment for the work. The Company will issue and store invoices and receipts in and through the DAO.

Section 4. **Term.** These Terms and Conditions will continue to apply to the parties hereto unless and until terminated by any party, through notice to the other party.

Section 5. **Warranty Disclaimer.** The Company does not warrant (i) that the operation of the DAO will be uninterrupted, secure, or free of inadvertent exposure to or harm by bugs, errors, viruses, or damaging, destructive, or malicious software of any kind; (ii) that use of the DAO will not damage your hardware, software or device of any kind; (iii) that use of the DAO or any results that may be obtained from use of the DAO will be profitable or satisfactory to the Participant. The Company expressly disclaims any and all liability for any access problems or limitations, bugs, errors, viruses, damaging or malicious software; data charges associated with use of the DAO; and results obtained from use of the DAO.

Section 6. **Limited Liability.** Neither the Company nor any party involved in creating, producing, delivering or maintaining the DAO or any content therein shall be liable for any damages, including, without limitation, direct, incidental, consequential, indirect or punitive damages, or loss of profit, revenue, or business arising out of or relating to (i) access to, use of, or inability to use the DAO or any information, services or content available therein; (ii) the breach of any representation or warranty; (iii) the use or downloading of any software or application owned or operated by the Company or any third party, in connection with the DAO; or (iv) any errors or omissions in the information, services or content therein, whether based on warranty, contract, negligence, tort, or any other legal theory, and whether or not the Company or any party involved in creating, producing, delivering or maintaining the DAO or any information, services or content therein is advised of the possibility of such damages. This limitation includes, but is not limited to, personal injury and damages to personal property. The liability limitations contained in this section shall be read to encompass, incorporate, and reaffirm all other liability limitations contained elsewhere in the Conditions.

Furthermore, neither the Company nor any party involved in creating, producing, delivering, or maintaining the DAO or any content therein shall be liable for any damages of any kind related to use of third-party software or access to third-party materials linked to or otherwise available through or in connection with the DAO, including, but not limited to data breaches; viruses; worms; malware; damaging, destructive, or malicious code; or security problems or associated damages related to such use.

Section 7. **Prohibited Acts.** You agree not to interfere with or disrupt the operation of the DAO or any of the servers, networks, or software supporting or connected with it unless you and the Company enter an agreement for work that may involve such conduct. You also agree to take reasonable precautions not to introduce or transmit any worms, viruses, spyware, malware or any other code of a malicious, destructive, or disruptive nature into the DAO. In addition, you are also prohibited from violating or attempting to violate any security feature of the DAO, again,

unless otherwise agreed by you and the Company. You agree not to do or attempt to do any of the following, and acknowledge that doing or attempting to do any of the following actions may result in criminal or civil liability to you:

- (a) Access any content or data not intended for you, or log onto a server or account that you are not authorized to access;
- (b) Probe, scan, or test the vulnerability of the DAO, or breach any security or authentication measures thereof;
- (c) Interfere with service to any Participant, host or network; or
- (d) Impose an unreasonable or disproportionately large load on our infrastructure.

Section 8. **Indemnification.** You agree to defend, indemnify and hold harmless the Company and any other party involved in creating, producing, delivering or maintaining the DAO, including, but not limited to, each of their respective members, administrative members, managers, officers, directors, employees, agents, licensors, licensees, suppliers and third-party clients from and against all losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees and accounting fees, resulting from (i) your violation of the Conditions; (ii) your violation of any third party rights, including, without limitation, any IP, copyright, trademark, property, publicity or privacy right; (iii) your breach of any representations, warranties and/or covenants contained herein; and/or (iv) your use of the DAO.

Section 9. **Termination.** Any use of the DAO or its content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the DAO and the content granted herein. We also reserve the right to terminate, suspend, or deny your use of the DAO and/or your right to work on or request payment for any project thereunder if you violate any of the Conditions or engage in any conduct which the Company, in its sole discretion, deems to be against its best interests and/or the best interests of any third parties associated with the Company or the DAO. Any termination, suspension, or denial of rights and access may be with or without notice to you, and will not produce or give rise to any liability from the Company to you.

Section 10. **Governing Law.** The Conditions shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

Section 11. **Arbitration.** Any dispute, controversy or claim arising out of or in connection with, or relating to, these Terms and Conditions or any contract performed thereunder or any breach or alleged breach hereof shall, upon the request of either party, be submitted to, and settled by, arbitration before a single arbitrator in Burlington, Vermont. The arbitration shall proceed pursuant to and in accordance with the provisions of this Section and otherwise pursuant to and in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). The parties shall agree on a single arbitrator within thirty (30) days after notice from either party seeking or demanding arbitration; provided, however, that if they do not so agree then the arbitrator shall be either the one proposed by Customer or the one proposed by dOrg, to be determined by a toss of the coin (but if only one party proposes an arbitrator, then the arbitrator shall be the one so proposed). The arbitrator shall base the award on applicable law and judicial precedent and, unless both parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Any award

rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the appropriate court of any forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration or as otherwise determined by the arbitrator to be more just and equitable under all the circumstances. Each party shall pay for and bear the cost of its own experts, evidence and counsels' fees except to the extent, if at all, the arbitrator determines that it is more just and equitable under all the facts and circumstances that one party reimburse the other, in whole or in part, for the cost of the other party's experts, evidence and/or counsel fees; provided, however that if either party fails to proceed with the arbitration as provided herein or unsuccessfully seeks to stay such arbitration, or fails to comply with any arbitration award, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration and/or successfully defending or enforcing the award. The parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and preferably within not more than ninety (90) days after either party's request for arbitration hereunder.

Section 12. **Confidentiality and Privacy**. Due to the publicly-accessible nature of the DAO, all Project details, including your information, will be available to any participant in the DAO.

Section 13. **No Waiver**. The waiver by you or the Company of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of the Conditions shall be deemed to have been waived or modified by a Party, unless such waiver or modification is in writing and executed on behalf of the Party against whom such waiver or modification is to be enforced.

Section 14. **Entire Agreement**. The Conditions, including any exhibits, schedules and attachments, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth.

Section 15. **Waiver of Rule of Construction**. The parties waive the benefit of any rule that the Conditions are to be construed against one party or the other.

Section 16. **Severability**. If any term, covenant or condition of the Conditions or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Conditions, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Conditions shall be valid and enforceable to the fullest extent permitted by law.

**ACKNOWLEDGMENT OF ARBITRATION.** This Agreement contains an agreement to arbitrate. After signing this document (including, but not limited to, by clicking to agree or entering or adopting an electronic signature of any kind, as permitted under the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act of the State of Vermont), I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of

**constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.**