



## **PREAMBLE**

We the Users of the YouNow Community, in order to grant and secure certain Rights amongst the Users of this Decentralized Application, and create an environment more conducive and receptive to peaceful relations do ordain and establish this Constitution amongst the Users.

## **ARTICLE 1 - Principles and Values**

We hold these truths to be self-evident, that by our mutual and explicit consent to this Constitution, we recognize certain mutual Rights, that among these are Life, Liberty, and Property. We agree to live by the principles of honesty, integrity, non-aggression, voluntary association and logical consistency. We recognize that violation of these principles may cause damages to the Rights of other Users. We agree in the principle that when one User damages the Rights of another they shall be responsible to make the damaged User whole to the fullest extent possible including but not limited to publicly retracting statement(s) that may have caused harm in locations that are mutually agreed upon by all parties involved in the disputes.

## **ARTICLE 2 - Approach**

While the platform Corporation has already put forth rules in the form of Key Documents, We the Users, move to clarify and enforce rules that will further support the movement towards inclusiveness, equality and a more peaceful environment by way of non-aggression tactics.

We recognize that we cannot expect further movement or embrasure of these ideals whilst we continue to support and foster environments that serve to create division and/or segregation within the YouNow Community.

We also recognize that it is the responsibility of the Users of the YouNow Community to implement such changes to improve the overall conditions of our own environment within the YouNow community and further encourage enforcement of our Key Documents. As such, all rules within

these documents will be equally applied in as equitable a fashion as possible to all users regardless to age, sex, sexual orientation, gender identity, race, religion, or other qualifying term.

We recognize that it is impossible for all Users to directly determine the Rights of all other Users; therefore, we implement amongst ourselves Blockchain software to automate the evaluation and assignment of Rights according to the software contracts (aka smart contracts) created and entered into with mutual consent of various Users.

We further agree that software development is an imperfect art and will occasionally fail to faithfully mediate Rights among Users; therefore, it is necessary to establish processes for community governance. Through these articles in this Constitution, we move to create a bridge between Development Staff and Users for the betterment of the YouNow Community and obtain an improved overall environment for our YouNow Community. We further move to establish better communication between Users and Development Staff so that all Users and Development Staff may have equal opportunity to impart influence upon creation, development, changes, and management of the YouNow Community. Ultimately, a communication representative also known as the Organizer will be assigned to speak on major issues not pertaining to technological fails within the YouNow Community.

We further recognize the speed with which the Ethereum blockchain space that the YouNow Community Decentralized Application is built upon is growing which dictates a need for further amendments to this constitution to be made. These amendments may be made via a majority vote (see Article 3 for voting rights and Article 6 for Amendment rules) and tribunal to be presided over by the Organizer of the platform with the observation of a disinterested third party.

### **ARTICLE 3 - Voting Rights**

Each User may obtain voting rights by participating in surveys that will be issued annually by the organizer of the platform signifying their desire to participate in an up coming election or issue vote. Survey will remain open for the duration of the annual limit. Survey must be completed no less than 6 months prior to election or issue vote to take place. If the User does not inform the platform of their desire to vote within 6 months of the vote, User

may not participate in upcoming issues but may participate in all following electoral selections once the 6 month waiting period has expired.

We may NOT delegate our voting rights to another User or representative. We may NOT cast absentee ballots. We also agree not to cast any vote that would support the breach or dissolution of this Constitution. Voting for a permissible change to the Constitution is not considered a breach. Changes to this Constitution, Community Contract Specification, allocation of new ideas/rules/boundaries shall be subject to approval voting by the platform. Votes are weighted by total influence held in staking contract or Community presence. A deciding vote may be cast by the Organizer. Office Roles of Organizer and Council as defined in Article 7 shall be compensated via quadratic voting system. Although we will be employing a quadratic voting module, Users with accounts less than one year old will only be entitled to one vote per issue. Users with accounts over one year old will have access to the full range of the quadratic voting system including a maximum of 100 voting tokens to be applied as desired but will not be transferrable. Voting tokens are only good and usable for the one voting date specified when tokens are issued.

As multiple accounts are considered to be a violation of key document pre-set requirements, voters may not utilize multiple accounts for the purposes of voting. This act is considered to be a breach of this constitution and key documents. Voter in question will be disqualified from participating in any future participation in the quadratic vote system. They will further face any other consequences demanded by the YouNow corporation.

5% of quadratic voting system funds shall be given to the writers and creators of the constitution. 20% of quadratic voting system funds shall be set aside for community betterment projects to be determined by the Organizer. Remaining 59% shall be split between council members to be determined by the Organizer dependent upon the contributions of the given member.

#### **ARTICLE 4 - Property Rights**

Property rights as they apply within the YouNow Community space are defined as your broadcast location. Within your own broadcast you are responsible for all content during the session including the content

provided by your “guests” in your absence. While we recognize that there are limits to the control Users are able to exercise it is expected that the primary broadcaster will make every reasonable effort to ensure that terms and conditions are enforced by the Users within their respective rooms.

Through a YouNow Community tribunal the primary broadcaster may also be banned based on content they allow within their proprietary space that acts as a breach of either this Constitution or other key documents implemented by the company even if that content was provided by a “guest” broadcaster or a chat participant. We recognize software bugs may cause rooms and unofficial tools to operate in unpredictable or unexpected ways. Those who come into possession of Rights intended for another User shall take reasonable actions to restore those Rights to the rightful owner.

We will take reasonable measures to secure our accounts and the User needs to take all necessary precautions when utilizing the YouNow Community as they are responsible for maintaining their keys or access to their individual account. We shall give public notice within a reasonably short period of time after discovering our keys have been misused. We will also report glitches and other technological anomalies that prevent full use of the property as explained in this Article in an expeditious manner.

## **ARTICLE 5 - Arbitration and Enforcement**

We agree to settle all disputes with any User through community arbitration to be presided over by the Organizer and at least one no more than 3 disinterested third-party person(s). The costs of arbitration shall be borne by the individual Users in dispute. We agree the Organizer’s ruling is final and binding. We also agree that precedent of prior rulings shall not be used as the basis of future rulings as each case will be reviewed by the Organizer for it’s individual merit.

We agree that rulings of the Organizer shall have no authority over the right of the User(s) to exercise discretion over their own property provided the use falls within the parameters set forth in the Key Documents. The User(s), at their discretion, may use their ability to exclude individual User(s) from their own property but may NOT interfere with a User(s) overall ability to navigate the platform unmolested.

## **ARTICLE 6 - Amendments**

We recognize that the Key Documents including this Constitution may only be amended but not dissolved. All amendments that would increase individual ownership of creation within the YouNow Community platform above 5% per year or deny individual ownership of creator privileges-weighted voting rights to the Users shall require consent of 95% all participating users voting rights with a deciding vote cast by the Organizer. By a majority vote of 95% amendments may be imposed as well as reversed. Amendments must be declared permanent or temporary in the submission of the request for the change. Temporary amendments will have a grace period ranging from 6 months-2 years in duration which will be assigned by the Organizer at the time of acceptance. Temporary amendments will phase out at the end of their sunset period. Temporary amendments may be made permanent at the end of the sunset period by way of a majority vote of 95%. Permanent amendments will require a full vote in order to reverse the change. Reversal amendment voting can only be attempted after an observational period is observed which is set at the discretion of the Organizer. An observational period may be overridden if the issue or amendment in question is causing undue stress to the platform or is limiting access of use to the platform in a significant way to User base also at the discretion of the Organizer with support of Council.

## **ARTICLE 7 - Office Roles and Responsibilities**

Requests for changes to the YouNow Community as a whole may be administered via the Organizer. The Organizer is merely a fail safe for when standard procedure of contacting Developer Support staff fails to assist the community in a manner in which the YouNow Community agrees is not in the benefit or interest of reducing aggression or increasing peaceful relations within the YouNow Community. The Organizer may act as a final decision maker but the company retains full rights and authority to implement changes as needed. As such, the company will remain responsible for creating deadlines for the fulfillment of requests to technological changes and abiding by deadlines as they are set as well as all other company management decisions. The Organizer is responsible for the YouNow Community management and communication with the company on behalf of the YouNow Community to impart changes as needed.

The Organizer position may NOT be held by a member of the YouNow Community who is participating in a large capacity as a broadcaster or what one would regard as an entertainer either currently or previously on the platform as this would constitute a conflict of interest. The Organizer may attend broadcasts and may broadcast of their own accord.

The Organizer may observe competitions as well as other events arranged by the company but may not participate as a competitor and may not cast a vote in the events or in any way or participate in “party rallying” to tip the scales to promote a broadcaster in the YouNow or PROPS platform Communities. The Organizer must have at least 1 full year of active participation within the YouNow and PROPS platforms prior to taking the position. The Organizer must display the ability to remain impartial.

The Organizer is intended to be an impartial judge who does not have Trust and Safety violations on any of the YouNow or PROPS platforms and has already displayed an ability to support and uphold the terms of the YouNow Community standards and this Constitution without regard to personal favoritism or popularity. The Organizer must be at least 40 years old prior to taking the position. Further, the Organizer must be qualified by already holding significant interest in and on the platform prior to becoming a candidate. They must also have a background in business and law/politics to qualify for this position. Preferably with some hands-on experience within another governance community. Organizer must show ability to communicate effectively with both company and user base both verbally and in writing. They must also be dedicated to incorporating and upholding the rights of all members, young and old alike. With a focus on enhancing the 13-21 year old experience on the app as an integral part of the governance system.

The Organizer must select a group of no more than 12 individuals to serve as a personal council. This council is separate from the delegate council members to be voted into office by the platform community. Not more than half of the Organizers personal council may be serving as a council member on more than one YouNow or PROPS platform. These council members do not have access to the vote of the Organizer and do not receive an additional vote for themselves. The Organizer will listen to arguments but will maintain authority over the Organizer’s vote.

There will be no limit set for the Organizers term requirements. The Organizer will retain 16% of the funds from the quadratic voting system. The Organizer may be removed by way of a vote if the Organizer is either derelict in their duties or displays an inability to perform in the best interest of the Community platform. This process requires the support of a founded and substantiated violation as specified within this constitution or key documents.

**Council** members must be active at least 5 days per week within the given YouNow Community of which they are intended to be a council member for in order to retain their seat on the council. Council members are not restricted in their activities beyond key document restrictions. Council members must not have Trust and Safety violations for 6 months prior to their service and their User account must remain in good standing throughout their service. Council member service is at the discretion of the Organizer. No more than two members of council may be partnered broadcasters within this community. At least one seat must be reserved for the 13-21 year old community members. At least one seat must be reserved for the 22-29 year old community members. At least one seat must be reserved for Investor members. At least one seat must be reserved for a YouNow corporate representative. Not more than one Producer representative may be on the council at any given time. Term limit for Council members is 2 years, however a council member may return for additional terms after a minimum of 1 year break.

While the Organizer is responsible for their own staff on the council, the community may object to a member of the council by way of a 95% vote may request that a member of council be replaced. The Organizer will retain full authority over the right to choose their own council. A full council vote with 95% agreement is required to remove a member from the council or the vote of the Organizer alone may constitute grounds for removal. If a member of the council resigns, the Organizer is responsible for replacing the council member within 3 months of the departure of the council member.

Council members must be available for monthly public meetings and/or gatherings to be planned by the Organizer. The Organizer may appoint a member of council to arrange and preside over monthly meetings. Council members must also participate in quarterly voting to maintain their seat on the council.

**Delegate** members are represented by one primary delegate to be assigned by the Organizer. One primary delegate member per 20 delegate members on the delegate team. Delegates are voted in by the community every 6 months. Delegates must not have Trust and Safety violations for 6 months prior to their term and their account must remain in good standing for the duration of their term. Should the delegate account fall out of good standing, it will be at the discretion of the Organizer. Vote to be arranged by the Organizer. The community will serve as the ethical balance within the arrangement of the delegate team. The community is responsible for reporting and requesting removal of a delegate by way of approaching the Organizer's Council in writing and requesting assistance. A 95% vote by the council must be achieved in order to remove a delegate. The Organizer may serve as a deciding vote in these cases after complaints are heard in a community tribunal to be presided over by the Organizer.

Producer representatives may not serve in any governance office position for more than 6 months in a lifetime. Persons who have been producers either past or present may not serve as an Organizer at any time.

**Primary Delegate** is responsible for being the spokesperson for 20 delegate members and has direct communication with the Organizer. Primary delegates will be chosen every 6 months by way of a delegate vote to be arranged by the Organizer. Primary delegate must be available to sit in on Council meetings upon request by the Organizer. Primary must have already served as a delegate for at least 6 months prior to being named a primary.

## **ARTICLE 8 - Miscellaneous**

**Counterparts** This Constitution may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**Consensus** The YouNow Community shall use Delegated Proof of Stake Consensus (DPoS) algorithm in combination with Transactions as Proof of Stake (TaPoS).



**Consideration** All rights and obligations under this Constitution are mutual and reciprocal and of equally significant value and cost to all parties.

**Developer Liability** We further agree to hold software developers harmless for unintentional mistakes made in the expression of contractual intent as software whether or not said mistakes were due to actual or perceived negligence.

**Notice** Any notice required may be served by posting message to a User's account that is incorporated into the YouNow Community by Developers, or by broadcasting a valid message to the peer to peer network if it can be proven that the Developers refuse to incorporate a valid message.

**Key Documents.** We incorporate into this Agreement the following Key Documents: Terms of Service, Community Guidelines and any future documents that may be developed as a result. i.e. Bill of Rights or full explanation of meanings behind Articles to be issued by the Organizer.

**Electronic Signatures** All Users, whether natural human, legal person, or other entity, agree to this Constitution by signing a transaction incorporating the hash of this Constitution and having the transaction accepted by the Producers and incorporated into the platform.

**Termination of Agreement** A User is automatically released from all revocable obligations under this Constitution 3 years after the last transaction signed by that User which incorporated a cryptographic hash of this Constitution.

**Severability** If any part of this Constitution is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Once the person has agreed, they shall be deemed a User, bound to the terms of this Constitution, and entitled reasonable access to the YouNow Community according to their standing with the Community and any arbitration rulings.

Electronic Signature: Venus Black @venusblack YouNow, Will Richards @will\_richards\_ii YouNow, Alastair Berg Economist RMIT