

# Common

## Terms and Conditions

version date: [21/1/2021]

### 1. Preface

Common is a new platform for distributed, democratic, and transparent social and public action. It enables non-registered, non-incorporated groups of people to collaborate by sharing ideas, designing courses of action, raising funds, and collectively taking action. The premise of Common is that human beings in the 21st century have multiple interests, passions, agendas, which cannot be served by a single organization or affiliation. Common allows you to exhibit your pluralistic identity and turn it from a mere idea into a concrete action with like minded.

Anyone can create a Common, invite new members to join, and work with others towards a common goal. By submitting proposals for consideration of the members you can help promote the Common agenda. Decisions of the Commons are guided by the Common's protocol and are reached by the equal voting of its members.

These Terms and Conditions set the stage for the operation of the Common Platform.

### 2. General conditions

- 2.1. These Terms and Conditions ("**Terms**") govern Your access and use of the Platform. The Terms regulate the rules between You and other Users and the manner in which each Common can function. The Terms also constitute the legal agreement between You, the Company and the other users.
- 2.2. You should read these Terms carefully before You use the Platform.
- 2.3. By accessing the Platform and registering or commencing the use of the Platform, you confirm that You fully agree to all the terms and conditions set out in these Terms. If You do not agree to the terms and conditions set out in these Terms, You may not use the Platform and should immediately stop using this Platform.
- 2.4. The Company's **Privacy Policy** is part of these Terms and regulates the processing of personal data collected on the Platform. You can find the [Privacy Policy here](#).

### 3. Definitions

- 3.1. "**Agenda Proposal**" means a suggestion for actions or resolutions to be brought for a vote of the Common Members by the voting process functionality over the Platform. This could also include adding new members to the Common.
- 3.2. "**Common**" means a group of individuals who convened through the Platform in order to advance a common non-profit purposes, formed a group in accordance with the rules of the Platform and these Terms, defined a Protocol and opened a Common Account. A Common is a non-incorporated voluntary cooperation among Common Members for a limited pre-defined purpose and scope.
- 3.3. "**Common Account**" means an account linked to a specific Common. The Common Account is used by the Common to manage the funds of the Common and the use thereof. The Common Account is an information and management tool which allows the members of the Common to view the balance of the funds available to the Common and the transactions made by the Common, including the Funding received by the Common Members and the payments made by the Common. The Common Account also includes (i) the Protocol of the Common; (ii) list of the Common Members and their details; (iii) the communications of the Common Members through the Platform; (iv) Agenda Proposals, votes and decisions of the Common, through the

Platform. The term "Common Account" does not relate to any bank account, payment account or any other type of financial account

- 3.4. **"Common Member"** means an individual that was accepted to a Common. The Initiator of a Common shall become an ordinary Common Member upon the formation of the Common. Acceptance of Members to a common may be conditioned, pursuant to the Protocol of the Common and to these Terms
- 3.5. **"Company", "us", "we" or "our"** means DaoStack Technologies Ltd., an Israeli registered limited company.
- 3.6. **"Content"** means text, design, data, video content or other intellectual property or information.
- 3.7. **"Financial Service Provider" or "FSP"** means one or more payment services providers that may store, process and transmit funds of Commons, including Funding and payments made by a Common.
- 3.8. **Funding** means the amount of money a Common Member transferred through the Platform to the relevant Common Account
- 3.9. **"Initiator"** means an individual who submits a New Common for posting on the Platform.
- 3.10. **"Platform"** means the programmed system, accessible over the internet at [Common.io](https://Common.io) or the mobile application Common, including all subdomains, accounts, programming code, related technologies, know-how, databases, design and Content therein, and including all the features available through the Platform and all the services relating thereto.
- 3.11. **"Protocol"** means rules of membership, operation and decision making (including voting mechanism) of a Common and the definition of the purpose and goals of the Common. The Protocol also constitutes, together with and subject to these Terms and the rules embedded in the Platform, the agreement between all the Common Members regulating the decision making, calls for Funding, way of using funds, etc. The Company may suggest one or more proposed templates of rules for Commons, which Common Members may choose to adopt.
- 3.12. **"Terms"** means these Terms and Conditions, as amended from time to time.
- 3.13. **"User Account"** means the registration of the User at the Platform and the records of the activity of the User in the Platform, including (i) Common in which the User is a Member or that the Member initiated; (ii) communications, Agenda Proposals and votes of the User; (iv) Funding and other payments of the User; (iv) payments delivered to the User as an intermediary for the performance of actions of the Common. The User Account is an information and management tool and is not a bank account, payment account, a financial account and does not allow to store funds or other value, make payments or receive payment of any kind.
- 3.14. **"You", "User"** means a person using the Platform.

#### 4. **Overview of the Platform**

- 4.1. The Company developed and operates the Platform, which is a global online Platform which allows Users to form and manage groups (named "Commons") around unifying themes, for mutual promotion and execution of social and public non-profit goals.
- 4.2. The Platform serves individuals with a shared purpose allowing them to convene in a Common and propose projects and activities with a predefined objective and scope for which Common Members can transfer Funding.
- 4.3. The Platform allows Commons and the Common Members to manage their communications, to agree on the Protocol of the Common, to manage Agenda Proposals and votings and to manage the administration of the resources of the Common, including the tracking of Funding, payments and balances. The Platform, together with the technical assistance of the Company,

also allows Common to communicate with third parties (like FSPs), to send instructions and receive notifications.

- 4.4. The Company provides the Commons with operational and technical assistance
- 4.5. All projects and activities must be charitable or for social causes and cannot be intended for making profits for the Common or any of the Common Members.
- 4.6. The Common Members have the sole authority and power, subject to the restrictions and rules set forth in these Terms and embedded in the Platform, to: Initiate the formation of a new Common; Define and change the purpose of a Common; Agree on the Protocol of the Common; Join a Common; Set up calls for Funding; Publish Agenda Proposal; Vote on Agenda Proposals; Instruct the performance of payments or the use of resources by the Common; Leave a Common; Close a Common; Make any other actions and exercise any other authority which is vested with Common Members according to these Terms and the Protocol of the relevant Common
- 4.7. The Company does not provide financial services, nor does it store, hold, convert or transmit funds or other assets. However, the Company may engage with FSPs which will perform such actions or part thereof for the benefit of the Commons. The Company will communicate the decisions and instructions of a Common, as adopted in accordance with the Protocol of such Common, to the relevant FSP, either through direct interface with such FSP or by other means of communications.

It should be noted that the Company has no discretion with respect to the decisions and actions of each Common and it will not intervene with such decisions and actions, except in the event of a breach or noncompliance with these Terms.

## **5. Registering a User Account**

- 5.1. You may browse parts of the Platform, explore its features, survey existing Commons that accepts new members and view some information without registration. However, In order to use the Platform, join a Common or establish a Common, You must register and open a User Account.
- 5.2. Any use of the Platform must be carried out by You exclusively through the User Account opened by You using your username and password.
- 5.3. Registration is subject to the conditions set forth in these Terms and embedded in the Platform. The conditions for registration include, among other things, the following requirements:
  - 5.3.1. Registration is open to individuals only (and not corporations of any type or kind).
  - 5.3.2. Registration is open to adults only (at least 18 years old), with legal capacity to enter into agreements.
  - 5.3.3. A User can only register in his/her name and benefit and cannot register on behalf of or in the name of another person or entity.
  - 5.3.4. A User may open only one User Account, except with prior written authorisation by the Company.
  - 5.3.5. Registration is subject to providing all required personal information, as detailed in the registration form/ screen, such as: full name and email address/telephone number.
  - 5.3.6. Note that the Platform does not allow Users to remain anonymous or to provide an alias, nickname or pseudonym and each User is required to provide his/ her full and true details.
  - 5.3.7. Registration may be limited to certain geographic locations.
  - 5.3.8. Registration and use of the Platform are not allowed to Users under insolvency/ bankruptcy/ guardianship/ custodial proceedings.

- 5.3.9. Registration and use of the Platform are not allowed to Users who have been indicted or convicted of criminal offences relating to fraud, money laundering, terror or financing of terror, bribery or any other type of financial crimes, unless such interrogation, accusation, indictment or conviction have been cancelled or denied.
- 5.3.10. Registration and use of the platform are not allowed to an individual who is or has been entrusted with a prominent public function in such matters that may affect such function.
- 5.3.11. The company may require Users to provide certain documentation and may limit or condition the features available to Users.
- 5.3.12. Registration to the Platform and the use of the Platform is not allowed for (a) Users located in, residents of or citizens of a jurisdiction where the provision of the Platform is prohibited by law (a "Prohibited Jurisdiction") or if such prohibition apply to the User regardless of his/her location; or (b) Users named on any governmental or international list of (i) persons who are known terrorists or money laundering suspects, or (ii) persons prohibited from receiving exports from or transacting with such governments or citizens of the same jurisdictions.
- 5.4. To register an Account and to use the Platform, You need to confirm and declare your compliance with the requirements above and need to declare that all the information you provided is accurate, correct and valid.
- 5.5. To register on the Platform, You will sign in with a social media credential available on the Platform (e.g. Google account). You shall provide the Company with accurate, complete, and updated information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your User Account according to section 21.3.
- 5.6. The Company reserves the right to refuse registration, or suspend or close User Accounts, at its sole discretion, including for any breach or incompliance with these Terms. Disclosure of the reasons for such actions may be restricted
- 5.7. The Company may, occasionally, request You to update your User Account's information, in which case You are obliged to provide us with the updated information within 7 days. Your access to the Platform or any part thereof may be restricted until You provide the updated information. If You are unable or unwilling to provide such information, the Company has the right to close Your User Account and/or restrict You from accessing the Platform.

## 6. **Credentials and Security**

- 6.1. Any login IDs, password, private key, personal identification number (PIN), and any other codes or devices which are intended to or can otherwise be used to access the User Account and/or use the Platform ("**Passwords**") must remain confidential and You are not allowed to expose them to anyone as those are used for identifying You over the Platform.
- 6.2. You are solely responsible for maintaining adequate security and control of any Password. The Company may rely on any and all orders and actions made by a person identified by your Passwords as it was You. If you suspect any exposure of your Passwords might have happened you must replace your Passwords immediately.
- 6.3. You will immediately notify us at [support@common.io](mailto:support@common.io) of any unauthorized use of your User Account, or if you become aware of another User Account related security breach.
- 6.4. You have an obligation to fully and timely cooperate with the Company in the investigation of any suspected unauthorized access to the Account or use of the Platform.

## 7. **The Features and Services available at the Platform**

- 7.1. The Platform allows Users to initiate the formation of Commons, join Commons (become Common Members) and allows Common Members to facilitate their interaction over a

designated private area over the Platform accessible only to the Common Members and the Company.

- 7.2. Users are able to become Common Members in one or more Commons on the Platform, subject to the Commons' Protocol and to these Terms.
- 7.3. The features of the Platform include:
  - 7.3.1. Registration of Users.
  - 7.3.2. Formation of Commons.
  - 7.3.3. Determining the purpose and goals of the Common, subject to and in accordance with these Terms.
  - 7.3.4. Agreeing on the Protocol of the Common, subject to and in accordance with these Terms.
  - 7.3.5. Joining Commons (becoming a Common Member) and leaving them.
  - 7.3.6. Communication among Users and among Common Members, either directly, through private Common discussion rooms or through other means.
  - 7.3.7. Proposal of Agenda Proposals and distribution thereof among Common Members.
  - 7.3.8. Voting of Common Members of Agenda Proposals.
  - 7.3.9. Record keeping of all activities in a Common (Common Members' List, history of communications, Agenda Proposal, votings, decisions, etc.); and the ability to view the said information.
  - 7.3.10. Record keeping regarding the resources of the Common, including Funding, Payments, balance; and the ability to view the said information.
  - 7.3.11. Send instructions and other communications to third parties, including FSPs.
  - 7.3.12. Other features which the Company may include in the Platform from time to time.
- 7.4. By adopting a Protocol Common Members determine the purpose, goals and rules of the Common in which they are Members, including decision making procedures. The decisions of each Common are exclusively based on the voting of its Members.
- 7.5. Auxiliary Services by External Providers  
The Commons may receive additional services from other suppliers or services providers. Among other things, should a Common decide to require Funding from its members, the funds collected by the Common shall be held with an FSP, subject to these Terms and to the terms of engagement with such FSP.
- 7.6. Additional technical support services by the Company  
The Company may provide additional services in connection with the operation of the Platform, including:
  - Engagement with FSPs, for the benefit of Commons.
  - Reporting and disclosures to third parties.
  - Communication with third parties, including FSPs, including connection and interface with such third parties; among other things, the Company may communicate decisions of a Common to the FSP holding the funds of the said Common.

## **8. Content and Information on the Platform**

- 8.1. You agree that the Content You provide may be freely used by the Company to advertise the Commons.
- 8.2. You should not make available any Content that could mislead other Users or constitute a false statement.
- 8.3. You are solely responsible for the Content You post on the Platform and guarantee that the information published does not infringe any legal rights.

- 8.4. The Company does not moderate messages and Content prior to, or after, the messages or Content is posted on the Platform. However, the Company reserves the right to delete, with or without prior notice any illicit Content it becomes aware of and any content which contradicts these Terms.

**9. Requirements applicable to Commons and Protocols**

- 9.1. In many jurisdictions, a Common is likely to be regarded as a non-registered and non-incorporated community collaboration. The structure of the Platform is based on the notion that this community collaboration is not categorized as a corporation of any kind or as a business partnership or as a tax-certified foundation. The collaboration may be classified in various manners in certain jurisdictions (e.g. escrow, contractual arrangement, direct action of the Common Members, etc.). Such community collaboration is created by the Members of the Common, who are jointly and collectively the creators and managers of the said community collaboration. The Common is managed by the Common Members according to the Protocol of such Common and subject to these Terms. These Terms and the Protocol constitute the legal basis and the rights, authorities and powers of the Common and the Common Members and they are not based on any legislation relating to incorporated entities.
- 9.2. Each Common must comply with the following terms and requirements:
- 9.2.1. A Common will be for social or public purposes only. It is prohibited to create a Common for any for-profit purposes, including investments of any kind and purchase of securities or financial assets or gambling, betting or gaming. The Company may from time to time limit the types of purposes allowed to a Common, either entirely or in certain geographic area, if the Company believes that this is required in order to comply with applicable law, or that certain purposes will require licenses, permits, registration, incorporation or will impose on such Common, the Common Members, the Company or any FSP tax or other reporting duties, tax withholding duties or other legal, regulatory or other requirements which in the discretion of the Company may be problematic or burdensome.
- 9.2.2. Only Registered Users can be Common Members.
- 9.2.3. The Company may limit the number of Commons in which a User can be simultaneously a Common Member
- 9.2.4. A Common must have at least 1 Member in order to become active. The Protocol may require a higher number of Members.
- 9.2.5. Each Common shall operate according to and be subject to the Protocol of Such Common.
- 9.2.6. A Common will be managed by the Members thereof, jointly, and no manager will be appointed to a Common. Nonetheless, a Common may receive operational or technical support from among the Members of such Common or from other parties, provided however that no authority or discretion will be granted to such Members or parties, except with respect to technical matters.
- 9.2.7. A Common may be established for a limited pre-defined period.
- 9.2.8. In the event that a Common is entitled to receive Funding, according to the Protocol of Such Common, the funds available to the Common will be used only in accordance with the purpose of the Common, the Protocol of such Common and these Terms. In any event, receipt of Funding and performance of payments will be subject to the limitations set forth in these Terms and those imposed by any relevant FSP.
- 9.2.9. Only Members of a Common can provide Funding to such Common, and a Common will not accept any funds from non-Members thereof and will not allow non-Members to transfer funds to the Common.
- 9.2.10. Commons may not distribute profits among the Common Members. This means that You must acknowledge that any Funding You transfer to the Common's Account is not

refundable, and that You will never receive a payment by a Common in your capacity as a Common Member.

- 9.2.11. Each Common will be subject to any additional requirements which is required pursuant to applicable law or to the requirements of any FSP which may provide services to such Common.
- 9.2.12. Upon termination, cancellation, expiry or discontinuation of a Common, the funds available to such Common will be transferred or donated to another Common or to a duly registered foundation, according to the decision of the Common Members or according to the rules set forth in the Protocol of the said Common.
- 9.3. Each Protocol shall comply with the following conditions and requirements:
  - 9.3.1. The Protocol shall not contradict these Terms or any applicable law or any requirements of any FSP which may provide services to the Common.
  - 9.3.2. Protocols may be limited to rules which can be embedded in the Platform and enforced thereby. A Common may agree on additional rules, but if such rules cannot be embedded in the platform, the Common Members shall be required to enforce such rules independently and the Platform will not monitor, record, enforce or otherwise support such external rules.
  - 9.3.3. The Protocol of a Common will apply equally to all Common Members and each Member of a Common will have equal rights on any matter whatsoever, including the submission of Agenda Proposals and votings.
  - 9.3.4. Each Member of a Common will have one vote, in any votings.
  - 9.3.5. No Common Member will have veto rights. Nonetheless, the Protocol of a Common may require a special majority for the approval of certain matters (e.g. amendment of the Protocol) or minimal quorum for voting.
  - 9.3.6. The Protocol may set forth preliminary conditions for becoming a Member, including the payment of a minimum amount of Funding, provided that once a User is admitted as a Member, such User shall have equal rights, regardless of the amount of Funding he/she provided.
  - 9.3.7. Without prejudice to the generality of the aforesaid, the Protocol may restrict Members to Users from a certain geographic location or area.
  - 9.3.8. The Protocol may determine the time, event or conditions for the expiry, termination or cancellation of the Common, and the manner in which the Common will be terminated.

## 10. **Initiating a New Common**

- 10.1. Any User can promote the creation of a Common, as long as such User and the proposed Common comply with any applicable law and these Terms.
- 10.2. Initiation of a new Common ("**New Common**") is done by submitting a request over the Platform. The New Common request shall include a clear description of the purposes of the new Common and the initial Protocol of the Common.
- 10.3. The Company may approve the publication of a New Common request or disapprove according to its sole discretion. Without derogating from the Company's discretion, the Company may disapprove such a request if the proposed Common, its purpose or the initial Protocol are or may be noncompliant with these Terms or applicable law.
- 10.4. Initiator can withdraw a New Common request at any time prior to the time the Common became active.
- 10.5. Initiators are entirely responsible for the Content of the New Common request presented on the Platform and must ensure that this presentation does not mislead Users. Initiators are fully responsible for all information presented to the Company and to Users and could be found liable to any consequences of failure to adequately present such information.

## **11. Joining a Common**

- 11.1. To join a Common a User must submit a request to join in the Common App or on the Platform.
- 11.2. Upon submission of your request to join a Common You acknowledge that You have read and understood the Common purposes and conditions and that you are willing to fulfil its requirements in order to become a Common Member.
- 11.3. User submission' request to join a Common will be subjected to the approval of the existing Common members.
- 11.4. A Common may require that a User comply with one or more of the following conditions to become a Common Member:
  - 11.4.1. Asked to participate in the Funding of the Common;
  - 11.4.2. Asked to submit reasoning or explanation for the motivation to join the Common;
  - 11.4.3. Take an active role in promoting the Common and its activities.
- 11.5. A User's request to join a Common could be contingent upon meeting the prior conditions of the Common, including the successful completion of the Funding to the Common Account. If a User's request to join a Common has been denied Funding will not be charged or processed and the User would be given adequate notification.
- 11.6. Common Members undertake to act in good faith to support the Common in achieving its purposed goals.
- 11.7. Common Members recognize that there are inherent risks in the creation and operation of a Common, and that such risks are taken into account by the Common Members. Such risks include, but not limited to, the following:
  - 11.7.1. Inability to raise Funding;
  - 11.7.2. Inability to make decisions;
  - 11.7.3. Inability of a Common member to gain support to an agenda proposal;
  - 11.7.4. Failure to exercise payment to third parties;
  - 11.7.5. Improper use of Funds by Common Members;
  - 11.7.6. Inability to agree on a Protocol;
  - 11.7.7. Inability to use all Funding for the Common purposes.

## **12. Agenda Proposals; Voting process**

- 12.1. Common Members can present Agenda Proposals for the decision of the Common Members.
- 12.2. Agenda Proposal can relate to any matter relevant to the Common, including (i) request for Funding; (ii) allocation of funds; (iii) Approve of the Protocol; (iv) actions of the Common; or (v) any other matter which is relevant to the Common and is compliant with the Protocol and these Terms.
- 12.3. When an Agenda Proposal is presented to the Common Member on the Common space on the Platform it will initiate the voting process, which will determine whether such Agenda Proposal passes or fails.
- 12.4. As a general rule and subject to any special requirements set forth in the relevant Protocol, a Common makes its decisions by a simple majority voting of the Members actually participating in a vote.
- 12.5. The Platform provides an initial Protocol for a Common. It may in the future allow for each Common to determine its own voting requirements in the Protocol, including, but not limited, setting up a threshold, absolute majority and revote cases.



- 12.6. Agenda Proposals are only open for voting by Common Members. Agenda Proposals are voted on and decided upon in accordance with the Common protocol.
- 12.7. Once the voting has ended and a majority has been achieved the decision is final. If the Agenda Proposal relates to payments or use of the resources of the Common, the decision will authorize the performance of such payment or allocation of resources, and will be considered as irrevocable instructions to the holder of such funds or resources. The Company will communicate such instructions to the FSP or other relevant entity.

### 13. **Funding; Funds of Commons**

- 13.1. Funding are allowed only in accordance with the following rules and requirements:
  - 13.1.1. Prior to the transfer of any funding to the Common, a Common Member would be requested to provide the following personal information: full name, identification number, physical address.
  - 13.1.2. Payment by Common Members can be made only using the types of means of payments allowed from time to time in the Platform ("**Eligible Payment Method**"). Currently, the only Eligible Payment Methods for Funding are credit cards issued by an internationally acceptable brand (like Visa or Mastercard).
  - 13.1.3. The Company may authorize from time to time other Eligible Payment Methods and may limit such Eligible Payment Method to Members from certain jurisdiction of geographic locations.
  - 13.1.4. Payment by Common Members can be made only using the types of currency allowed from time to time in the Platform ("**Eligible Currency**"). Nonetheless, Common Members can at their discretion use any authorized currency exchange service in order to convert other types of currency to Eligible Currency, provided that the actual payment transferred to the Common will be in Eligible Currency.
  - 13.1.5. The Company may authorize from time to time other Eligible Currencies and may limit such Eligible Currency to Members from certain jurisdiction or geographic locations.
- 13.2. Since the Company does not provide financial services of any kind, Funding will be transferred to an FSP which provides services to the Commons. The Company may from time to time engage with various FSP and may designate different FSP for accepting, holding and managing the funds of Commons, based on geographic location of the Common Members or based on other parameters and criteria; provided, however, that each Common will know where and how the funds of the said Common are held.
- 13.3. The funds of Commons will be recorded, managed and administered using the currency designated from time to time by the Company ("**Lead Currency**"). Lead Currency may vary among different Commons, based on geographic location of the Common Members or the geographic locations in which the Common is active or other parameters which the Company may set from time to time. Currently, the only Lead Currency is US\$.  
Notwithstanding the aforesaid, FSPs may hold the funds of Commons or some thereof using other currencies, provided that the FSP will convert the funds into Lead Currency upon the instruction of the Common or prior to the transfer thereof.
- 13.4. The Company may determine the terms of engagement with each FSP and can enter into agreements with FSPs and sign any form or document required for such engagement. In doing so, the Company is acting on behalf of the Commons.
- 13.5. The funds of the Commons will be held in an escrow account managed by the FSP for the benefit of the Commons in accordance with applicable law and the terms of the agreement between the FSP and the Company. As a general rule, the funds will be kept by FSP with a clear separation between the funds of the FSP or other clients thereof and the funds of the Common. At the discretion of the Company, the FSP may open with the FSP separate accounts

for various Commons or may use omnibus accounts for the benefit of all Commons or groups of commons. In any event, the Platform will allow tracking of the exact amount of funds of each Common and the location of any portion thereof.

- 13.6. Each transfer of Funding by Common Members will include the details required by the FSP and the details required pursuant to these Terms, including (i) details of the Common Member transferring the Funding; and (ii) details of the Common to which the Funding is provided. Payments which lack any of the required details will be rejected, returned to the payer and will not be credited to the Common Account.
- 13.7. Upon receipt of any Funding, the FSP is required to notify the Company of such Funding and the Company will record the Funding in the relevant Common Account and will specify the FSP holding such funds. Such notifications can be made automatically using API or other interface between the Platform and the FSP.
- 13.8. Recurring Fundings. You may authorize a recurring Funding designated to a Common by indicating as much through the Platform ("**Recurring Funding**"). By giving a Recurring Funding, you confirm a billing permission of your Payment Method to charge the amount specified in your order repeatedly every prescribed period of time (month / year) from the day that the initial order is made and to charge the same amount at the beginning of every calendar month thereafter (or the beginning of every year if the renewal period is annual). WHEN YOU INITIATE A RECURRING FUNDING FOR, YOU EXPRESSLY AGREE THAT the FSP IS AUTHORIZED TO CHARGE YOUR PAYMENT METHOD ON A MONTHLY BASIS (OR ANNUAL BASIS IF SPECIFIED VIA THE PLATFORM) FOR THE SAME AMOUNT UNTIL YOU CANCEL IT BY GIVING A CANCELLATION ORDER ON THE PLATFORM. PLEASE NOTE THE RECURRING FUNDING DOES NOT AUTOMATICALLY STOPS IF YOU CEASE TO BE THE COMMON MEMBER AND/OR IN THE EVENT OF SUSPENSION, TERMINATION OR CANCELLATION OF YOUR USER ACCOUNT AND/OR COMMON ACCOUNT OR IN THE EVENT OF TERMINATION, CANCELLATION OR DISCONTINUATION OF THE COMMON OR THIS AGREEMENT. THEREFORE, YOU ARE REQUIRED TO TERMINATE THE RECURRING FUNDING UPON THE OCCURRENCE OF ANY SUCH EVENT.
- 13.9. Refunds. ALL FUNDINGS ARE FINAL, AND ARE NON-REFUNDABLE. Upon the transfer of Funding to a Common, the Common gains full and unconditional title and control over the funds; and the transfer of Funding to a Common does not grant the Common Member with any direct ownership or control over the funds of the said Common, except for the Common Members right to vote with all other Common Members and in accordance with the Protocol.

#### 14. **Payments by Common**

- 14.1. Upon the decision of a Common to make a payment, funds of the Common may be transferred in one of the following ways ("**Eligible Payments**"):
  - 14.1.1. Suppliers. Payment for goods or services procured by such Common directly to the supplier of such goods or services, provided that such supplier complies with the requirements set forth from time to time by the Company and the relevant FSP, which may vary according to the geographic location of such supplier and/or according to the procedures of the relevant FSP ("**Eligible Supplier**"). In general, a Supplier is an Eligible Supplier if it is registered with the tax authorities in the place of the supplier's tax residency, issues invoices and receipts and reports its income and taxes and has a valid tax withholding exemption;
  - 14.1.2. Designated Representative. A Common may appoint and authorize an Eligible Representative to represent the Common with respect to the ordering goods and services from suppliers, delivering such goods (if required) and paying for such purchase. An "**Eligible Representative**" can be a Common Member or other person, who (i) is not providing assistance to the Common and acting as a representative as an occupation or business; (ii) does not receive any consideration, fee or other payment for acting as an Eligible

Representative, except for reimbursement of reasonable out-of-pocket expenses; or (iii) has no direct or indirect business or economic interests in the Common or in the actions or payments thereof, except for general social or public interest. Payments to Eligible Representatives may be made subject to the conditions set forth from time to time by the Company and the relevant FSP. In general, Eligible Payments to Eligible Representative require that (i) the payment relates to an order from an Eligible Supplier; (ii) the payment will be transferred to the Eligible Representative using an Eligible Payment Method (iii) the Eligible Representative undertakes to deliver the payment entirely to such Eligible Supplier, to pay it subject to issuance of an invoice; and (iv) the Eligible Representative undertakes to report the payment and to upload the invoice to the Platform within reasonable time. Currently, the only Eligible Payment Methods for such payments are wire transfers to a bank account registered in the name of the Eligible Representative.

- 14.2. The Company will transfer a payment order to the relevant FSP only if (i) the decision to make such payment was approved by the Common in accordance with the Protocol of the said Common and in accordance with these Terms; and (ii) the balance of funds of the said Common is sufficient to make such payment. Except where a payment order is noncompliant with these Terms or with applicable law or with the requirements of the relevant FSP, the Company will not intervene with the decisions of Commons and payments orders made by Commons.
- 14.3. In the event that any Eligible Payment by a Common triggers tax liabilities, tax reporting duties or tax withholding liability, the Company and/ or FSP may require that such payment be either (i) restricted; (ii) performed by an agent which will make the requisite tax payments, reporting and/or withholding for Common; or (iii) be subject to another solution which is compliant with applicable law and the requirements of the relevant FSP.
- 14.4. Payments to certain jurisdictions may require the use of additional FSPs and may include additional requirements, restrictions or limits.

**15. General Provisions Regarding Funding and Payments**

The following provisions will apply to all Funding and payments to Commons and from Commons:

- 15.1. The Company may from time to time set limits regarding Funding and Eligible Payments, in accordance with applicable law and the requirements of relevant FSPs. The limits may vary due to different factors, including the requirements of certain FSPs, requirements applicable in certain jurisdictions, etc. Such limits may include:
  - 15.1.1. Limit on the maximum amount of a single Funding by a Common Member.
  - 15.1.2. Limit on the maximum amount of a Recurring Funding by a Common Member.
  - 15.1.3. Limit on the maximum aggregate amount of Funding by a Common Member.
  - 15.1.4. Limit on the maximum aggregate amount of Funding which a Common may receive.
  - 15.1.5. Limit on the maximum amount of a single Eligible Payment to an Eligible Supplier or Eligible Representative which a Common may pay.
  - 15.1.6. Limit on the maximum aggregate amount of all Eligible Payments to a single Eligible Supplier or a single Eligible Representative.
  - 15.1.7. Other limits on the volume of payments of or to Common Members, Commons, Eligible Suppliers, Eligible Representatives or other persons, or on the balance of each thereof.
- 15.2. The Company may set higher limits for Commons, Common Members, Eligible Suppliers, Eligible Representatives or other parties, if they undergo an enhanced Know Your Customer ("KYC") procedures compliant with the requirements of applicable law and relevant FSPs.

- 15.3. Without derogating from the requirements to use Eligible Payment Methods only, the Platform does not allow the use of cash.
- 15.4. Payments to or from Commons (including Funding and Eligible Payments) will be of immediate effect, without any credit or deferral of payments.
16. **FSPs; Identification, Monitoring and Record Keeping; KYC and Anti Money Laundering ("AML")**
- 16.1. The FSPs providing services to the Commons are professional financial service providers which, among other things, are required to take certain measures for the prevention of money laundering and counter terrorism financing, including KYC and identification requirements, monitoring, reporting and record keeping, all in accordance with the law applicable to such FSPs in the jurisdictions relevant to them.
- 16.2. The Company will assist the FSPs to comply with their duties and will follow the requirements and instructions of such FSPs and implement the limitations and restrictions required by them. The Company will disclose to the FSPs any information required to the FSPs pertaining to the Platform, Commons, Common Members, Eligible Suppliers, Eligible Representatives, Funding, Eligible Payments and any activity of the Platform. The Company will also allow FSPs to access the records of the Platform, including Member lists, User Accounts and Common Accounts.
- 16.3. You acknowledge that transferring money to the Common's Account or from the Common's Account is subject to the KYC process to You and any counterparty, and other AML requirements. The KYC process might apply to You and may include the provision of certain information such as name, ID, date of birth, address of residency, email and or additional information and documents.
- 16.4. YOU HEREBY REPRESENT AND WARRANT THAT THE SOURCE OF THE FUNDS TRANSFERRED AS FUNDING IS NOT ILLEGAL, DOES NOT VIOLATE AML LAWS AND IS NOT A RESULT OF FRAUDULENT ACTIVITY.
- 16.5. You represent and warrant that you are authorized to transfer Fundings and use the Payment Method. You authorize our designated third-party payments processor to charge the Funding to your Payment Method. If the Payment Method cannot be verified, is invalid, or is not otherwise acceptable, You will not be charged meaning that your Funding is not paid which might result in a rejection or suspension of your request to join a Common or your membership if not settled and might result in a violation of the Protocol.
- 16.6. You acknowledge that the FSP and the Company may delay, postpone or terminate any payment order, to a Common's Account or from a Common's Account, in the absence of sufficient information or documentation to satisfy compliance with AML regulation.
- 16.7. The Platform and FSPs may monitor the Fundings made by users to Commons and the payments made by Commons to third parties. The FSP and/or the Company may be required to provide reports, disclosures, notifications and information to authorities, governmental bodies, banks and financial institutions. You hereby authorize and consent for the disclosure of information about You and any actions You performed in the Platform, including Funding.
- 16.8. At the request of the FSP, the Platform will utilize additional AML measures which are reasonably required for such FSP in order to comply with applicable legal requirements in its jurisdiction.
- 16.9. The Platform will keep records of (i) the details of any User; (ii) the Fundings transferred by any User (iii) the payments made by any Common; and (iv) the recipients of payments made by Commons (as reported by each Common or the representatives).
17. **Fees**
- 17.1. Your Fundings might be subject to fees from your payment providers, including Your bank and credit card provider.

- 17.2. FSPs are providing their services for a fee, which will be deducted from the balance of the funds of each Common.
- 17.3. Currently, the Company does not charge any fees from You or the Commons. Any change of our fee policy and any charge of fees from You or the Common is subject to a 60 days preliminary notice.

**18. Restrictions and Obligations**

- 18.1. The Platform may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws and regulations in connection with your use of the Platform.
- 18.2. You agree that You will not do any of the following while accessing the Platform and using the Platform:
- 18.2.1. Impersonate to another person or misrepresent your identity or otherwise commit fraud;
- 18.2.2. Reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit of the Platform;
- 18.2.3. Use as a name or domain a name that is otherwise offensive, vulgar or obscene.
- 18.2.4. Use the Platform for a commercial or business purpose or for profits or for marketing purpose;
- 18.2.5. Circumvent, disable or otherwise interfere with security related features of the Platform, or features that prevent or restrict the use or copying of any Content;
- 18.2.6. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Platform, servers or networks connected to the Platform, or the technical delivery systems of our providers or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
- 18.2.7. Attempt to probe, scan or test the vulnerability of any system or network or breach or impair or circumvent any security or authentication measures protecting the Platform;
- 18.2.8. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform;
- 18.2.9. Attempt to scrape, parse, access, search or meta-search the Platform with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by the Company or other generally available third-party web browsers;
- 18.2.10. Use the Platform to send altered, deceptive or false source-identifying information;
- 18.2.11. Infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other natural or legal person;
- 18.2.12. Make available any unauthorized advertising or promotional material or any junk or spam communications;
- 18.2.13. Use the Platform in any manner not permitted by these Terms or any law applicable to You;
- 18.2.14. Encourage or instruct any other individuals to do any of the foregoing or to violate these Terms.
- 18.3. You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by You without our appropriate prior written consent will be null and void.

18.4. We may assign these Terms or any rights or obligations hereunder without Your consent provided that your rights according to the Terms are not violated.

## **19. Intellectual property**

- 19.1. Unless otherwise clearly stated, all copyright and other IP rights present in the Platform or displayed in connection with the Platform or on the Platform, registered or not, are owned by or licensed to the Company. The foregoing also applies towards any software solutions or parts of it, programs, and code present in the Service.
- 19.2. Subject to Your compliance with these Terms, we give You a personal, worldwide (except for restricted jurisdictions), royalty-free, non-assignable and non-exclusive license to access and use the Platform for your own personal use. This license is for the sole purpose of enabling You to use and enjoy the benefits of the Platform in the manner permitted by these Terms, as granted on a time to time basis.
- 19.3. The right to the Platform will automatically terminate upon the closing of the Account.
- 19.4. All intellectual property rights concerning the Content and information provided by the Company on the Platform belong to the Company in its own right, apart from any property rights belonging to a third party, for which the Company has obtained a transfer of the rights or the authorisations required.
- 19.5. Users may not reproduce, represent, republish, redistribute, adapt, translate and/or transform any components of the Platform, in whole or in part, or transfer them to another Platform, without the prior written consent of the Company and/or its partners.
- 19.6. The Company will not have any ownership rights in your Content, however, in order to be able to operate the Platform and host your Content regarding the Commons, You hereby grant to the Company the worldwide, non-exclusive and royalty-free license to store, host, display, and otherwise use the Content in connection with the Platform and Operation thereof (e.g. display and promote the Common, along with all associated copyrightable works or metadata), and to adapt the Common Contents or have them adapted in whole or in part, and to allow other users to use the Your Content (e.g. photographs, graphics, and descriptive text).

## **20. Limitation of Liability**

- 20.1. You are liable for and shall be obligated to compensate the Company for any and all damages (including the loss of profits) which arise from Your actions or omissions which violate the law or this Terms.
- 20.2. The Company assumes no liability for any damages caused by third parties or by circumstances outside the control of the Company.
- 20.3. The Company will have no liability, for any activity that takes place within your User Account if the User Account was accessed with your Passwords, regardless of whether or not such access has been authorized by You.
- 20.4. The Company is not a party or member to any Common and does not participate in the formation of Commons, the adoption of Protocols and the decision making of Commons and in any other action or omission of Commons and Common Members. The Company is not liable for the actions or omissions of Commons and Common Members. Common Members are entirely responsible for the terms and Protocol linking them with each other in the context of the Commons. Common Members are responsible for the Fundings they collect via the Platform.
- 20.5. The Company implements rules, restrictions and limitations based on the requirements of FSPs and the information provided to the Company. Such rules, restrictions and limitations do not form an advice or legal opinion on the part of the Company and will not impose any liability or responsibility on the Company.

- 20.6. The Company acts exclusively as the developer of the Platform and is making the Platform available to Users according to these Terms. Consequently, Common Members may not seek the Company's responsibility if Initiators or other Common Members fail to meet their obligations.
- 20.7. The Company is not liable for any action or omission of any FSP and for any failure, breach of contract or negligence on the part of any FSP.
- 20.8. The Company may not be held responsible for Content published by any User that could infringe the rights of other Users or third parties.
- 20.9. The Company is not responsible for any damage or loss incurred as a result of any Common and can make no guarantee that funds raised via Fundings are spent as the Commons indicate or as the voting results determine.
- 20.10. The links to third party websites or applications contained on the Platform are not under the Company's control, and the Company is not responsible for the Content, functions, accuracy, and legality. The existence of such links does not imply endorsement by the Company or any association with its operators.

## **21. No Warranties**

- 21.1. To use the Platform, You must have access and use the equipment and software required for the Platform to operate properly. You must possess the skills, hardware, and software required for using the Internet. You acknowledge that you are well aware of the characteristics and constraints of the Internet.
- 21.2. The right to use the Platform and any associated services is provided on an "as is" and "as available" basis without any warranty or representation expressed or implied. The Company does not make any representations or give warranties that the access to the Platform or the use thereof will be continuous, uninterrupted, timely or error-free.
- 21.3. Delay, suspension or cancellation in the dissemination of a Common caused by technical problems connected with the Internet characteristics, outside the Company and beyond its control, cannot serve as the basis for refusal of payment of any kind by You, and does not give rise to any indemnification in any form.
- 21.4. The Company may not be held responsible if the Platform fails to function or is difficult to use if such circumstances derive from usage of unsuitable hardware, problems with your internet access provider, inappropriate use of the Platform by You or excessive traffic on the Internet.
- 21.5. The Company declines all responsibility for any damage or loss connected with the use or impossibility of using the Platform or its Content, apart from exceptions stipulated by law.
- 21.6. The Platform may contain, or direct you to third party websites containing, information that some people may find offensive or inappropriate. The Company makes no representations concerning any Content contained in or accessed through the Platform, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material made available to You.

## **22. Indemnification**

- 22.1. You agree to indemnify the Company for any damage suffered by us, and to hold it harmless against any action for damages instigated against it by any other user or third party linked to the infringement of any rights resulting from the publication and execution of a Common on the Platform.

## **23. Force majeure**

- 23.1. The Company cannot be held liable for the non-performance of its obligations if these are prevented or delayed due to a force majeure event. Force majeure are circumstances which are beyond the control of the Company and that could not reasonably have been expected. It

includes, but is not limited to, natural disasters, pandemics, total or partial strikes within or outside the company, company lockout, the incapacitation of telecommunications or computer networks by any means, and legal restrictions.

**24. Termination of the Agreement. Closing the Account**

- 24.1. You have a right to terminate these Terms at any time by ceasing the use of the Platform by closing your User Account. This can be done by notifying us at support@common.io and asking to close your User Account. From the moment of the closure of the User Account, you will not be entitled to use any of the Services.
- 24.2. The Company is fully entitled to cancel your User Account without any previous notice, with no indemnity being due and without prejudice to any damages the Company is entitled to claim, in case:
  - 24.2.1. You violate any provision of these Terms;
  - 24.2.2. It is required by a competent authority;
  - 24.2.3. It is required by applicable law.
- 24.3. The termination, cancellation, expiry or discontinuation of a User Account or Common Account or the agreement with any Common Member shall not relieve that parties from their responsibilities and duties with respect to any obligation or liability which was created prior to such termination, cancellation, expiry or discontinuation.

**25. Modifications to the Terms**

- 25.1. These Terms take effect from the date of their publication on the Platform and remain effective until partially or totally modified by the Company.
- 25.2. The Company may revise these Terms from time to time. Therefore, the Terms may be changed or amended. Any changes or amendments will be published on the Platform and sent to your registered email to notify You about the updates of the Terms. A notice about changes will be posted on the Platform' for a reasonable period of time prior to such changes coming into force.
- 25.3. The effective date which is at the top of the Terms informs You about the latest version of the Terms. We advise You to revisit this page from time to time to make sure You are familiar with the current version of the Terms.
- 25.4. By continuing to access and use the Platform after the Company has posted changes on the Platform, or after notifying You by email, You agree to be bound by the updated Terms.
- 25.5. If You do not agree to any updated Terms, You must stop using the Platform.

**26. Taxes**

- 26.1. It is Your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions You conduct using the Service, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through the Platform. The fees collected by the Company, if collected, do not include any taxes due.
- 26.2. The Company makes no representation as to whether all or any portion of your Fundings, including, if any, FSP fees, are tax deductible or eligible for tax credits. We will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority with respect to the characterization on any applicable tax return of any Funding by you. You should consult your tax advisor as to the amount of your Funding that is tax deductible or eligible for tax recognition.



26.3. All Common Members are responsible for checking their eligibility for tax rebates on all or part of the Fundings they made via the Platform.

## **27. Dispute Resolution and Governing Law**

27.1. These Terms have been drawn up in accordance with the laws of the State of Israel and the application, interpretation, and termination shall be governed by the laws of the State of Israel

27.2. Any disputes regarding the use of the Platform and any associated services and/or in connection with these Terms shall be settled through negotiations. If the Parties fail to resolve the dispute through negotiation, the disputes shall be settled by the competent courts of Tel Aviv – Jaffa, Israel.

## **28. Notices**

The Company may provide you notice via email, written notice, through the platform messaging center or by conspicuously posting the notice on our Site.

## **29. Miscellaneous**

29.1. These Terms are the entire agreement between you and the Company with respect to the Platform and supersede all prior or contemporaneous communications and proposals between you and the Company with respect to the Platform.

29.2. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.

29.3. These Terms are provided in English. Any translation has the sole purpose of being convenient for You. In case of any inconsistency, contradiction or doubt, the English version of these Terms shall prevail.

29.4. Correspondence between You and the Company takes place mostly via electronic mail. You agree that any communication sent by the Company to You by electronic mail and/or posted on the Platform is deemed authentic between the parties and has the same probative value as a written document. You agree to allow the Company to send You notifications via electronic mail.

29.5. The fact that the Company does not take advantage at a given moment of any provisions of these Terms may not be construed as a waiver of its rights at a later date.

29.6. The Company reserves the right to transfer to any third party of its choice all or part of its rights and obligations in respect of these Terms.

29.7. You can contact us if You have any questions, feedback or comments related to the Platform, by sending an email at [support@common.io](mailto:support@common.io)