

## COOP MEMBERSHIP AGREEMENT

This Agreement is between The RChain Cooperative (“Coop”) and the subscribing member (“Member”) to sign up as a voting member of the Coop. In becoming a Coop member, Member Agrees to the following terms. If you do not agree to these terms, do not become a member of the Coop.

### **A. Membership**

- 1. Membership Fee.** Member agrees to pay the required nonrefundable membership fee of \$20. In addition, in order for Member to maintain active status, Member agrees to purchase at least the equivalent of \$10 in Coop products or services each calendar year, or become inactive. In the event that Member’s account is inactive for a period of five consecutive years, the Member’s account will be terminated.
- 2. Member ID.** Member will be issued a Member ID. Each Member ID will be uniquely associated with that Member. Do not allow anyone else to use your Member ID.
- 3. Member Rebate.** Once a year, Member shall be eligible to receive an annual rebate of tokens expended during the previous year. The amount of tokens received in the rebate shall be proportional to the amount of Member’s tokens that Member has used to execute transactions which are tagged with their Member ID. Member will not under any circumstances receive more tokens than the amount of tokens used. Under no circumstances will any transaction not tagged with their Member ID be counted towards the Member’s rebate. The proportional amount of the rebate shall be set by the Directors of the Coop. To receive the rebate, Member will need to log in and claim their rebate. An unclaimed token rebate will expire one year after it is issued. An unclaimed token rebate must be claimed by Member, and not by a third party. However, after a rebate is claimed by Member the tokens may be freely used or transferred to others.

**4. Membership Meetings.** If Member remains active, then Member is eligible to attend annual membership meetings of the Coop, and to attend any special membership meetings which may be called. At these membership meetings, the Member may vote on any matters before the membership, including the election of directors at the annual membership meeting. Active Members may also participate in the process of deciding which matters go up for vote. Members may propose matters of their interest to a vote before the membership; see the Coop's bylaws and policies concerning the meetings of the members for more information.

**5. Coop Committees.** If Member remains active, then Member is also eligible to serve on one of the Coop's committees, subject to the selection processes used by each respective committee. The selection process will be voted upon by the Coop's members. A Member may not vote for their own selection for a committee.

**6. Membership is nonrefundable and nontransferable.**

**B. Representations and Warranties.** By signing up to become a Coop member, you represent and warrant that:

1. You have read and understand these Terms;
2. You have sufficient understanding of the technical and business matters of RChain to understand these Terms;
3. You have obtained sufficient information about RChain Cooperative, RChain, and the RChain Blockchain to make an informed decision to become a member;
4. Your enrollment as a member complies with all applicable laws and regulations in your jurisdiction.

C. **Acceptable Use Policy**. The following sets forth the Coop’s “Acceptable Use Policy”:

1. **Identity**. Member agrees not to allow any other person to use their Member ID, login credentials, or other form of identity. Member further agrees not to use the Member ID, login credentials, or other form of identity of any other person.
2. **Harmful Conduct**. Member agrees not to act in such a way as to (a) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) be unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) be in violation of any law, regulation, or obligations or restrictions imposed by any third party.

Member agrees not to use the Coop in any manner to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Coop or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Coop, other computer systems or networks connected to or used together with the Coop, through password mining or any other means; (f) harass or interfere with another user’s use and enjoyment of the Coop; (g) introduce software or automated agents or scripts to the Coop so as to generate automated searches,

requests and queries, or to strip, scrape, or mine data from the Coop's site; or (h) perform any other act that is harmful or injurious to other Coop members.

3. **Termination of Membership.** We reserve the right (but have no obligation) to investigate, and/or take appropriate action against you in our sole discretion (including terminating your Membership and/or reporting you to law enforcement authorities) if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Your Membership may be terminated for violation of this policy or other applicable laws or regulations.

#### **D. Disclaimers**

##### **1. Indemnification.**

- a. (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Coop and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Coop Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of the Membership, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. (b) Coop reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Coop.

##### **2. Disclaimers.**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE

CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR RHOC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 15 may not apply to you.

3. **Limitation of Liability.**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COOP OR ANY OF THE COOP PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE MEMBERSHIP, THE USE OF RCHAIN, RCHAIN TOKENS, OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COOP AND THE COOP PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.
- b. THE LIMITATIONS SET FORTH IN SECTION 16(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COOP.
- c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to you.

- 4. **Release.** To the fullest extent permitted by applicable law, you release the Coop and the other Coop Parties from responsibility, liability, claims, demands and/or damages

(actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in RChain and the acts or omissions of any third parties. [You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.]

5. **Dispute.**

- a. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Coop (i) waive your and the Coop’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Coop’s respective rights to a jury trial. Instead, you and the Coop will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- b. **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the Coop and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- c. **Federal Arbitration Act.** The enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.
- d. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Coop shall be sent by e-mail to the Coop at legal@civic.com. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the

nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Coop cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Coop may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.

- e. **Process.** Any arbitration will occur in King County, Washington. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in King County, Washington will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
  - f. **Authority of Arbitrator.** As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
  - g. **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
6. **Governing Law and Venue.** These Terms will be governed by and construed and enforced in accordance with the laws of the state of Washington, without regard to conflict of law rules or principles (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the state of Washington and the United States, respectively, sitting in King County, Washington.
7. **Severability.** 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 these

Terms 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.

8. **Miscellaneous**. These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

Notwithstanding the above, the Member and the Coop shall each abide by the RChain Cooperative Articles of Incorporation and Bylaws.