General terms and conditions for the use of the online platform Code Review DAO

Developed and deployed by Open Source Standards Association, Switzerland

Version - April 26, 2022

1. Scope of validity

These general terms and conditions (hereinafter: "GTC") govern the legal relationship between Open Source Standards Association, having its registered office in Zug, Switzerland (hereinafter "OSSA"), on the one hand, and users of the online platform Code Review DAO developed and deployed by OSSA (hereinafter "CRDAO"), i.e. customers posting jobs for code reviews (hereinafter "Customers" and each individually a "Customer") and service providers offering code review services as free lancers and bidding for a job posted by a Customer ("Bidders" and each individually "Bidder"; jointly with the Customers hereinafter the "Users" and each individually a "User"), with respect to the utilization of the online services CRDAO (hereinafter "Online Service"), as well as the relationship between Customers and Bidders using CRDAO, in any case unless specific arrangements deviate from the provisions stated in these GTC where such deviations are permitted by these GTC.

2. Validity and modification of the general terms and conditions

OSSA reserves the right to amend these GTC from time to time. Amendments will be communicated in writing or other appropriate form no later than 30 calendar days before such date on which the relevant amendments will become valid, applicable, and enforceable and are deemed to be accepted if the User does not cancel the Online Service or uses an Online Service after the effective date of the amendment.

Only the GTC published electronically on the webpage CRDAO.OSSA.dev, which need to be accepted when either posting a code review job or bidding for such code review job, are legally valid and binding. They are integral parts of the contracts between the parties with respect to the Online Services. OSSA can provide the CUSTOMER with a hard copy of the GTC on request, but the CUSTOMER acknowledges that paper versions are only copies of the current and legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.

3. Online Services

3.1. Services provided

Information regarding Online Services contained in CRDAO as currently provided by OSSA is published on the website of CRDAO. OSSA may adjust scope and content of the Online Services at any time in its full discretion and without the express consent of the Users.

The Online Services shall under no circumstances be considered as the services of a recruitment agency and do not entitle a Bidder to be referred or promoted to Customers for employment.

3.2. Registration

In order to receive the authorization to access the Online Services, the User must start the registration procedure via the CRDAO homepage (CRDAO.OSSA.dev). For the avoidance of any doubt, the registration by a Bidder on the CRDAO homepage does not result in or creates an employment or similar work relationship between the relevant User and OSSA or CRDAO.

3.3. User account and permissions

User registration consists in the configuration in the CRDAO systems and applications of User information creating the User profile ("Profile") and assigning username and password which could be later modified by the User through its Profile.

The User must be a physical person or a corporate legal entity represented by a physical person duly authorized to represent such entity. The User will be given access to an account ("Account").

3.4. Username and password

Users are free to change their passwords. It is their responsibilty to select a complex password. The username and the password are personal. The User is the ultimate responsible for the management of usernames and passwords. In particular, the User shall ensure that the password is

kept confidential and made available only to the personnel authorized to use the Online Services. In particular, the password shall not be communicated to any external person or third party. We recommend to change the password frequently. OSSA cannot in any way be considered responsible of possible damages occurring from an incorrect use of the accounts.

4. Code Review Tasks

4.1. Job Postings

A Customer may at any time post a task for code review (hereinafter "Task") on CRDAO (hereinafter "Job Post"). In such Job Post, the Customer shall provide all relevant information, details, and specifications concerning the Task, in order to allow a Bidder to submit an offer to complete the Task. The Customer is required to submit a denial of service fee (hereinafter "DoS Fee") of Euro 100 to the CRDAO. This fee will be paid back to the Customer if for any reason the final smart contract with the full deposit is not materializing.

4.2. Offer Submission

In first priority, CRDAO Voting Associates (hereinafter "Internal Bidder") may submit within 10 calendar days since the publication of the Job Post an offer to complete a Task which needs to specify the terms and conditions, including the expected currency and amount of the remuneration (hereinafter "Fee"), at which the Internal Bidder is willing to perform the services required to complete the Task (hereinafter "Bid").

In second priority, in case no Internal Bidder submits a Bid, or no internal bid gets accepted by the Customer, the Job Post will be made available to Bidders that are not Internal Bidders (hereinafter "External Bidders") who may submit a Bid within another 10 calendar days. While the Job Post will be publicly visible from the day of posting, Internal Bidders have a right of first refusal.

For integrity reasons, each Bidder shall refrain from submitting a Bid in case either (i) it has participated in the development of the code that is subject of the Task or of code that forms the substantive or associated core and basis for the code that is subject of the Task or (ii) it has contributed to the layer 1 protocol on which the code that is subject of the Task is intended to be deployed. When submitting a Bid, each Bidder must certify that it is not precluded from submitting a Bid pursuant to this paragraph.

4.3. Bid Selection; Escrow

Among all Bids submitted, the Customer may select one Bid that it accepts (hereinafter "Winning Bid"), either during the first priority or second priority Bid described in 4.2.. Upon selection, the CRDAO will automatically inform the Bidder having submitted the Winning Bid, thereby establishing a contractual relationship between the relevant Customer and the Bidder having submitted the Winning Bid that obliges the relevant Bidder to perform the Task in accordance with terms and conditions of the Job Post, the Winning Bid, and these GTC.

Concurrently, CRDAO will establish an escrow smart contract and notify the relevant Customer about this establishment and will provide the smart contract address to the relevant Customer. The Customer shall transfer the Fee to the established escrow smart contract within 5 calendar days since the notification by CRDAO. If the Customer does not deposit the Fee into the smart contract within 5 calendar days, the Task and the associated Job Post are cancelled out and removed from the CRDAO portal. In this case, Customer's DoS Fee will be paid back to the Customer.

In case the Customer does not select a Bid, the process is terminated and the Customer may post a new Job Post.

4.4. Performance of the Task; Approval of Work Result

Once the Bidder having submitted the Winning Bid has performed the Task, the Bidder shall submit its work result to the CRDAO for review.

In case the CRDAO, by way of a simple majority vote of the CRDAO's Voting Associates, e.g. individuals who have been onboarded into the CRDAO, have a reputation score in the CRDAO, and are represented by the delegate associate member in the OSSA assembly (hereinafter "Voting Associates"), approves the work result submitted by the relevant Bidder (hereinafter "Upvoted Work"), the CRDAO will inform the relevant Customer and forward the Upvoted Work result. Concurrently, the CRDAO releases the Fee deposited in the corresponding escrow smart contract in accordance with Section 4.6. below.

In case the CRDAO, by way of a simple majority vote of the Voting Associates, rejects the work result (hereinafter "Downvoted Work"), the CRDAO will inform the relevant Customer on its decisions including an explanation and reasoning on the grounds for such rejection. The Customer, in its sole discretion, may approve the Downvoted Work result within 10 calendar days since the notification

on the Downvoted Work by the CRDAO, in which case the CRDAO releases the DoS Fee and the Fee deposited in the corresponding escrow smart contract in accordance with Section 4.6. below.

In case the CRDAO rejects the work result, and such work is not approved by the Customer following the information by the CRDAO about its rejection, the CRDAO releases and retransfers the DoS Fee and the Fee deposited in the corresponding escrow smart contract to the Customer having published the Job Post and having deposited the Fee.

By way of a simple majority vote of the Voting Associates, the Voting Associates may grant certain individual experts voting rights to participate in the CRDAO review of a Bidder's work specifically. Thereby, such expert shall also have a vote in such specific review for which it has been granted voting rights, but without becoming a Voting Associate.

4.5. **Non-performance**

In case the Bidder does not submit a work result for a Task to CRDAO within the requested period (such Bidder a "Defaulting Bidder"), the following shall apply:

a)   Non-performance by an Internal Bidder:

In case the Defaulting Bidder is an Internal Bidder, the CRDAO, by way of a simple majority vote of the Voting Associates, may decide to either (i) reduce the Defaulting Bidders reputation score on CRDAO by 50%, impose a new due date for delivery of the work result, and to partially refund the Fee deposited in the escrow smart contract to the relevant Customer, or (ii) withdraw the Task from the Defaulting Bidder and to restart the Job Post process among Internal Bidders only, whereby the CRDAO, again by way of a majority vote of the Voting Associates, selects among the additionally submitted internal Bids or does not select an internal Bid and refunds the Fee deposited in the escrow smart contract to the relevant Customer;

b)   Non-performance by an External Bidder:

In case the Defaulting Bidder is an External Bidder, the CRDAO automatically refunds the Fee deposited in the escrow smart contract to the relevant Customer.

4.6. **Fee Distribution**

The Bidder acknowledges and agrees that any Fee deposited in an escrow smart contract with the CRDAO and to be released upon completion of the Task in accordance with Section 4.4. will not be allocated in full to the Bidder having completed the Task, but will be distributed and allocated by CRDAO in accordance with the distribution mechanism of Minimum Viable Protocol Requirements for "Blockchain Infrastructure for Measuring Domain Specific Reputation in Autonomous Decentralized and Anonymous Systems" as described in this paper (https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3125822;, accessed December 20, 2021) (hereinafter "MVPR").

5.   **Intellectual Property Rights**

By accepting these GTC, the Bidder herewith declares, represents, and warrants that:

-    all results, work product, intellectual property rights, etc. resulting from the performance of a Task and associated work product (jointly hereinafter referred to as "Work Product") will be made available under an open-source license and the Bidder is legally responsible to ensure that all parts of the Work Product are open-source;

-    the work performed and Work Product created in connection with the Bid will benefit decentralization and open-source projects generally, pursuant to the mission statement of OSSA, which is to support open-source and transparent scientific research of emerging technologies for community building by way of submitting grants to developers and scientists in Switzerland and abroad;

-    the Bid and the Work Product created thereunder is in line with international transparency standards and will be published on Github under the CRDAO repository, and that the Bidder and any related party working on the same Task have sufficient qualifications, experience and capacity to actually finish the work required to perform the Task;

-    the Bidder has not built tools and does not intend to build tools to attack the CRDAO and OSSA;

-    the Bidder has not previously failed to fulfill its contractual obligations under an earlier Bid towards CRDAO and OSSA.

For this purpose, the Bidder grants CRDAO and OSSA, each individually, a worldwide, unlimited, irrevocable, royalty-free, non-exclusive, sublicensable, and transferrable license to reproduce in copies, either alone or as part of a collective work, translate, adapt, alter, transform, modify, arrange, distribute, and communicate copies of, the Work Product (including, but without limitation,

patents, trademarks, designs, copyrights, source codes, etc.), and to create derivative works of the Work Product.

The Bidder acknowledges and agrees that CRDAO and OSSA will themselves grant open-source licenses with the same content to any third-party person and to publish the Work Product on Github under the CRDAO repository. OSSA undertakes not to limit, exploit, or commercialize the license for its own benefit and interest.

6. Blocking account access

OSSA is entitled to terminate the User's access to the Online Services without giving notice and without incurring any liability if the User breaches the terms of these GTC, if there is a suspicion of misuse, if the security of the system is no longer guaranteed or if the CUSTOMER is in arrears in relation to the payment of invoices. OSSA can take additional measures to prevent misuse.

Upon request, OSSA shall grant such access to the Account to the relevant User that is necessary to obtain any information, data, document, code, etc. of such User stored on the Account. The User acknowledges and agrees that OSSA may keep copies of, or delete anything stored on the Account as required by applicable laws (e.g. the Swiss Criminal Code, or applicable data protection regulations) or as instructed by competent authorities.

7. Service support

OSSA shall be entitled to access the User's Account in order to support User upon such User's request for support.

8. Means of communication

OSSA is entitled to transmit to the User in accordance with these GTC information, authentication features, account information, invoices, communications, etc. through e-mail, telephone, sms and through CRDAO's internal communication tools, if available. The User is responsible for the telephone numbers and e-mail addresses communicate to OSSA.

9. User's obligations

9.1. Update of account information

The User is responsible for updating the data and information required for the use of the Online Services.

9.2. Authentication features

The User is responsible for the proper storage of authentication features (username, password, public and private keys etc.). The User must ensure that no third parties (i.e. different from the User and unauthorized related parties) have access to his Account.

9.3. Reporting requirements

If the User has reason to believe that an unauthorized third party knows authentication features or has gained unauthorized access to the platform or the individual functions offered on it, or any OSSA wallet or accounts, the User must notify OSSA immediately and change his password.

9.4. Contents, safety and security

The Online services may require that the User inserts or transmits information and data to CRDAO. The User is responsible for the content that the User transmits or makes available to or via the Online Services. The User acknowledges and agrees that such content will be passed on to other Users if and to the extent required or necessary to perform the relevant User's obligations. In addition, OSSA is entitled to pass on content and information to third parties and/or to delete it where necessary, in order to comply with legal provisions. The User is responsible for any information it provides via the Online Services, which may have an impact on the safety and the security of the transportation.

The User acknowledges that OSSA is allowed but not obliged to control the content of information provided by Users, except for login and contact details.

9.5. Customer's systems and equipment

The User is responsible for providing internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs. The User shall bear any costs and expenses needed to be compliant with the minimal technical requirements.

The User shall enhance any and all measures needed to prevent unauthorized access to other systems and the spread of viruses and other malware. In particular, it must ensure that all installations and devices in its possession and all devices used for the login and the access to the Online Services are protected from unauthorized access and manipulation.

9.6. **Compliance with statutory regulations and these general terms and conditions**

The User shall comply with Swiss and foreign laws when using the login and the Online Services, as well as with these GTC. It is responsible for ensuring that all related persons using the User's Account and any Online Services do the same.

10. Special risks, availability and interruptions

10.1. **Special risks**

The User acknowledges and agrees that: (i) OSSA does not warrant for absolute security of the CR-DAO and its networks, systems, and servers and for the integrity and authenticity of the transmitted data; (ii) OSSA may not receive data in time or at all (because of, e.g., internet overload, transmission errors, technical errors, or business interruptions); (iii) data may be deleted, misdirected or modified because of errors or failures; (iv) data in particular when transmitted in unencrypted form may be intercepted and accessed by unauthorized third parties; (v) data may be deleted or modified by unauthorized third parties, unnoticed by the parties; (vi) the data sender and/or receiver may be modified by unauthorized third parties unnoticed by the parties so that data which seem to be sent by the issuer originate from a third party; (vii) networks (in particular a decentralized ledger/blockchain on which CRDAO runs), systems and servers which are used for the exchange of information between the parties are not controlled by OSSA and may be accessible worldwide by anyone without restrictions; (viii) networks (in particular a decentralized ledger/blockchain on which CRDAO runs), systems and servers rely on third parties to be operated and may not be operational all the time without restrictions and that their functionalities may be restricted for technical or other reasons; and (ix) by using the internet, harmful computer viruses and other malware may be introduced into the systems.

10.2. **Availability and Interruptions**

OSSA is committed to the highest possible and uninterrupted availability of the CRDAO and its Online Services. However, it does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via its system or the Internet.

OSSA will reduce as much as reasonably possible all interruptions necessary to rectify disruptions, implement maintenance works or introduce new technologies to the CRDAO.

11. Data protection and data security

OSSA observes the provisions of Swiss and any other data protection legislation applicable when recording and processing personal data via CRDAO. It safeguards customer data with suitable measures and treats it confidentially.

CRDAO collects, processes, and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain customer relationships, namely to ensure a high quality of service. OSSA itself will not collect, process, or store any personal data of Users.

The User acknowledges that, in order to improve the quality of its services, CRDAO may use technical analysis tools. OSSA may compare this data anonymously with user information from third parties or generate user statistics and forward these statistics to third parties.

12. Exclusion of warranty; liability

OSSA undertakes to provide high-quality services as regards the CRDAO and the Online Services, but does not guarantee the accuracy, completeness or usefulness of any data or information disclosed in the systems. In particular, it does not guarantee the quality, timely delivery, or appropriateness of the services provided by the Bidder and does not assume any liability for any such services provided by the Bidder, who shall be solely responsible and liably for any damage caused by the Bidder's services. OSSA shall not be responsible for any damage or loss or any other consequence whatsoever of any inaccuracy, incompleteness and not usefulness of said data, information, or service provided by the Bidder.

OSSA is not liable to a Customer or third parties for breach of the contractual obligations by the Bidder. Moreover, OSSA is not liable for the accuracy of the data provided or for any consequential loss or damage or lost profit caused by a Bidder. OSSA is not liable for loss or damage arising from any failure of the login or the services offered.

Finally, neither OSSA nor CRDAO endorse, adopt as its own, or approve any code that is subject of a Task, products based thereon, or their functionality, for which the Customer shall be solely responsible. OSSA and CRDAO do not assume any liability for the code and potential damages it may cause.

13. Terms and termination

Any contractual relationship for Online Services provided by the CRDAO under these GTC between OSSA and a User shall be concluded for an indefinite period of time, if not differently agreed between the parties. Subject to the provisions of other contracts between the parties, it may be terminated with immediate effect by both parties.

Any contractual relationship for services provided by a Bidder under these GTC between a Bidder and a Customer shall be concluded until the Bidder has completed its task and the Customer has confirmed satisfaction with the services provided by the Bidder.

14. Miscellanea

14.1. Severability

If any section, term, provision, or clause thereof in these GTC and related contracts is found or held to be invalid or unenforceable in any jurisdiction in which they are being performed, the remainder of these GTC and related contract shall be valid and enforceable and the Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the economical aim of the invalid provision. The same applies in case of loopholes.

14.2. Waiver

Except where expressly provided for in these GTC, the failure or inability of a party to notify the other party of the violation either of its right or of the contractual terms does not imply the general waiver to assert this or any other legal right.

14.3. Governing law

These GTC as well as any related contracts are essentially subject to the Swiss law (to the exception of the Swiss law with respect to the private international law), no matter whether it is a national or international consignment.

14.4. Place of jurisdiction

Any dispute, controversy or claim arising out of or in relation to these general terms and conditions including the ones concerning validity, invalidity, breach or termination of any contract, shall be settled exclusively by the courts of OSSA's place of jurisdiction in Switzerland.