EOS Constitution

We, the freedom-seeking people of the world, with the purpose of creating an open-source platform for communicating, transacting and interacting in a manner free from censorship by sovereign entities and corporate interests, returning ownership and control of data to users and content creators, and promoting transparency in an effort to remove the requirement of trust from transactions, hereby agree and establish this Constitution to govern the use and maintenance of the EOS Network. This Constitution intends to serve as the ultimate protection of rights for citizens of the EOS digital nation.

ARTICLE 1

1.1.   All users of the EOS Network agree to be bound by the rights, restrictions and obligations, as applicable, as set forth in this Constitution, by virtue of any interaction with the EOS Network. The terms of this Constitution, and any rules or regulations promulgated in accordance hereof, shall govern with respect to any actions or events arising out of interaction with the EOS Network.

1.2.   The EOS Network shall be open to use by all persons.

1.3.   Users shall have the right to use the EOS Network in a pseudonymous manner.

1.4.   The EOS Network is not and shall not be owned by any person or entity. EOS tokens shall entitle holders to proportional bandwidth and usage of the EOS Network.

ARTICLE 2

2.1.   No one shall use, or otherwise interact with, the EOS Network in a manner that adversely affects or interferes with the rights of other users as granted in this Constitution or regulations that may be propagated by the EOS judiciary.

2.2.   No one shall use, or otherwise interact with, the EOS Network in a manner that conflicts with the concepts of freedom oriented inalienable human rights and the rights of privacy of individuals as generally recognized.

2.3.   No one shall use, or otherwise interact with, the EOS Network in a manner that intends to impede the performance of the EOS Network or otherwise affect the usability of the Network for its intended purpose.

ARTICLE 3

3.1.   Users shall always retain ownership and control over data created through or in connection with their use of the EOS Network, including, without limitation, the right to delete such data or restrict access or use of such data (in each case, to the extent not in

conflict with this Constitution and the rights of other users to open and transparent communications, transactions and interactions).

3.2.   Users shall have the right to free and open communication and transacting, free from censorship, except when such censorship is required in order to preserve the property rights or inalienable human rights of other users. Except when required because of danger of imminent harm to the function of the EOS Network or to any particular user, no block producer shall censor or prevent any transactions or communications without an express order of the EOS judiciary.

3.3.   All users shall be considered owners of tokens or information contained within accounts controlled by such users, as evidenced by control of private keys to such account. Users shall have the right to delegate, rent or otherwise transfer all or a portion of the rights held by a particular account to any other account or user (provided that such user or account is not otherwise prohibited from transacting on the EOS Network). Because the right to control (including, without limitation, to transfer or otherwise sell) are integral features of ownership, tokens shall never be frozen or otherwise prevented from being transferred, except as set forth below. Token transfers may only be frozen in the event of irreparable harm and significant evidence of illicit ownership or behavior, and tokens may only be seized in the event such tokens are utilized in direct contravention of this Constitution or in the perpetration of a globally recognized crime. The terms of this Section 3.3 shall not prohibit the blacklisting of transfers to prohibited accounts.

3.4.   All users grant to each other user a world-wide, royalty-free, non-exclusive license to use, reproduce, modify, display, perform, sublicense and distribute the openly transferred data or source code of any software published on the EOS Network, with or without modifications, and/or as part of a larger work incorporating such original source code. Such license shall only be applicable so long as any works produced or distributed utilizing such original openly transferred data or source code also be published on an open basis on the EOS Network (with source code, where applicable). For purposes of clarification, the foregoing license shall not apply to any information published to the EOS Network where the publisher does not intend to create an open license and has taken reasonable steps to protect the proprietary nature of such information (e.g., through use of encryption or zero-knowledge proofs).

3.5.   Users shall have the right to transact or communicate on a private basis (e.g., through use of encryption or zero-knowledge proofs), in which case no user shall use or attempt to use any such data or content without such user's consent. Information transferred or transacted on an unencrypted or open basis shall be deemed to have been granted access for open use, pursuant to the open license set forth in Section 3.4 of this Constitution, by all users of the EOS Network.

ARTICLE 4

4.1.   There shall, at all times, be at least 21 block producers producing and propograting blocks in accordance with the terms of this Constitution.

4.2.   Block producers shall provide consensus, verify transactions, and propagate blocks in accordance with the deterministic blockchain rules in force at the time of the creation of such block. In no event shall block producers require a fee (aside from inflationary rewards) to include any transaction or communication in a block, not shall any block producer prioritize a transaction or communication which has offered a fee to any block producer.

4.3.   Block producers shall always comply with the then-applicable block producer agreement.

4.4.   Block producers shall defend, secure and protect the EOS Network from digital attacks, both foreign and domestic.

4.5.   Block produces shall comply with the terms of this Constitution and diligently act in accordance with the orders of the EOS judiciary.

4.6.   In accordance with the fundamental belief that transactions and communications on the EOS Network should not require an associated fee, block producer inflationary rewards shall be determined by the community in a manner to sufficiently compensate such block producers.

4.7.   Block producers shall always be truthful with respect to any information reported publicly (whether on the EOS Network, on such block producers website or any other generally accepted forum of EOS related communication).

4.8.   Block producers shall notify applicable parties (including affected users and all active block producers) if such block producer is or becomes aware of a clear infringement of the intent of code or of the rights of any user.

ARTICLE 5

5.1.   Each EOS token shall entitle the holder of such token to 1 vote for up to the maximum amount of separate block producers as determined by the community from time to time, which maximum shall in any case be at least 30 separate block producers.

5.2.   In accordance with the general rights of ownership, users shall have the right to transfer their right to vote to another entity (e.g. through the use of a proxy).

5.3.   Users shall have the inalienable right to vote any tokens owned or controlled by such user - and no restrictions shall be applied to any such users or tokens right to vote.

ARTICLE 6

6.1. The judicial power of the EOS Network, shall be vested in one supreme court, and in any subordinate courts as the users may from time to time establish by "user referendum," as defined in Article VI of the EOS Platform User Agreement ratified by the users of the EOS Network pursuant to {{identifying information}} [**TO BE REVISED IF USER AGREEMENT IS NOT RATIFIED**]. The judges, both of the supreme and subordinate courts, shall hold their offices for so long as they act in good faith and in accordance with the terms of this Constitution. It is intended that the framework of a comprehensive judicial system be implemented by the users through user referendum.

6.2. The judicial power of the EOS Network shall extend to all cases and claims arising under this Constitution or in connection with the use of the EOS Network. The EOS Network judicial system shall be the exclusive venue for adjudication of any disputes related to the use of the EOS Network and the statutes, laws and procedures of any other jurisdiction shall not apply with respect to use of the EOS Network. All cases shall be prosecuted via digital means and under no circumstances shall personal appearance be required.

6.3. Determinations of the EOS Network judicial system shall be final and shall not be appealable to the judicial system of any other sovereign or digital nation.

6.4. Users of the EOS Network shall be entitled to a fair and expeditious hearing in connection with any claims of harm.

ARTICLE 7

7.1. The terms of this Constitution shall not expire and shall survive the termination of EOS Network and shall continue to apply with respect to any activities conducted on the EOS Network during the existence of the Network. Notwithstanding the foregoing, Section 6 shall not apply from and after the date that the EOS Network or any reasonable derivation thereof no longer exists or operates.

7.2. In the event of any conflict between the provisions of this Constitution, the provisions of this Constitution shall be interpreted to protect the rights of general users in accordance with the intent of the Constitution as set forth in the preamble.

7.3. If any provision of this Constitution is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Constitution shall not be affected or impaired thereby and (b) the users collectively shall endeavor in good faith to replace the illegal, invalid or unenforceable provisions with valid provisions the effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 8

8.1.   Use of the EOS Network is provided on an as-is basis, without warranty of any kind. The entire risk as to the quality and performance of the EOS Network is with each user. Each user is responsible for the cost of any necessary repair or correction to such user's data or operations (if any repair or correction is desired by such user).

8.2.   No user (including, without limitation, the initial developer or any block producer) shall be liable to any person for any damages or losses (including, without limitation, any indirect or consequential damages), even if such party shall have been informed of the possibility of such damages. This Section 8.2 shall not apply with respect to the intentional misconduct of any particular user.

ARTICLE 9

9.1.   This Constitution shall be adopted and ratified by the users of the EOS Network by user referendum. [**TO BE REVISED IF USER AGREEMENT IS NOT RATIFIED**]

9.2.   This Constitution may only be amended or otherwise modified upon either (a) user referendum[**TO BE REVISED IF USER AGREEMENT IS NOT RATIFIED**], (b) majority of the top-100 block producer candidates, or (c) unanimous decision of the then-producing block producers.

9.3.   In the event of an existential attack on the EOS Network, the users shall have right, by majority vote through referendum, to increase the network inflationary rewards in order to provide the resources to defend against any such attack. The increased network inflationary rewards shall be directed by the then-producing block producers in a best effort to defend against such attack.