

DAO Terms of Service

Last Review [INSERT DATE]

These terms of service, together with any documents and additional terms they incorporate by reference (collectively, these “Terms”), are entered into between [ENTITY NAME] and any of its subsidiaries or affiliates (collectively, “[DAO NAME],” “we,” “us,” and “our”) and you or the company or other legal entity that you represent (“you” or “your”)

Please read these Terms carefully as they govern your use of our website located at [URL] (the “Site”) and use of the products, features, content, applications, or services we provide (collectively with the Site, the “Services”). These terms describe your rights and obligations and our disclaimers and limitations of legal liability. By accessing or using our Site or our Services, you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 9. If you do not agree to these Terms, you must not access or use our Site or the Services. Please carefully review the disclosures and disclaimers set forth in Section 6 in their entirety before using any software developed by [DAO NAME].

We reserve the right to make changes to these Terms at any point at our discretion. We will inform you of any modifications by sending an email, posting a notice on our website or services, or updating the date at the beginning of these Terms. Unless stated otherwise, any changes will take effect immediately, and your continued use of our site or services will serve as confirmation of your acceptance of the revised Terms. If you disagree with the new Terms, you must discontinue using our services.

1. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. Our platform, services and smart contracts are global, and by accessing the Site, you are representing and warranting that you are of the legal age of majority in your jurisdiction as is required to access such Services and enter into arrangements as provided by the Services. You further represent that you are otherwise legally permitted to use the Services in your jurisdiction, including owning cryptographic tokens of value and interacting with the Services or Site in any way. You further represent you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that [DAO NAME] is not liable for your compliance with such laws. Finally, you represent and warrant that you will not use the Service for any illegal activity.

You declare and acknowledge that: (i) you are not a resident, citizen, national, or agent of, nor are you an entity established, incorporated, or conducting business within, any of the Restricted Territories, which include Belarus, Burundi, Crimea and Sevastopol, Cuba,

Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe, and any other country that the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states has placed embargoes or similar sanctions on, (ii) you do not directly or indirectly control, own, or have received assets from, any blockchain address listed on any Sanctions Lists maintained by the aforementioned states and entities, and (iii) you do not intend to conduct any transactions with Restricted Territories or Sanctions List Persons.

2. Services

Software development

[DAO NAME] develops software through which users and developers can interact with the smart contracts. The primary purpose of the Site is to enable users to access and utilize smart contracts and [DAO NAME] software products as well as to provide resources and information, including, without limitation, developer documentation, product examples, and other related services (all which are covered under the definition of “Services”).

Information purposes

All information provided in connection with your access and use of the Site and the Services is for informational purposes only. Before you make any financial, legal, technical, or other decisions involving the Services, you should seek independent professional advice from a licensed and qualified individual in the area for which such advice would be appropriate. The Services provide, or third parties may provide, links to other sites, applications, or resources. You acknowledge and agree that we are not responsible for the availability of such external sites, applications or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

Cryptoassets custody

[DAO NAME] does not have possession, custody or control over any cryptoassets appearing on the Services; and we do not have possession, custody, or control over any user's funds. You acknowledge that when you interact with [DAO NAME] smart contracts, you retain control over your cryptoassets at all times. The private key associated with the wallet address from which you transfer cryptoassets or the private key associated is the only private key that can control the cryptoassets you transfer into the smart contracts. Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using our Services. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using Services, and you should understand the risks associated with cryptoassets, blockchain technology generally, and our Services.

Blockchain networks and fees

The underlying blockchain networks on which [DAO NAME] is deployed, including, for example, the Ethereum blockchain and Arbitrum blockchain, is open source, which means that anyone can use, utilize, and build on top of it. By using the Services, you acknowledge

and agree (i) that we are not responsible for the operation of the blockchain-based software and the underlying networks, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks”.

All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. Please note that: (i) gas fees are non-refundable, (ii) we do not receive any commissions from fees incurred for transaction performance.

3. Access to the Site

We reserve the right to restrict your access from engaging with the Site. You agree that we have the right to restrict your access to the Site via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Site directly or indirectly for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired cryptoassets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations Security Council, the European Union, Her Majesty’s Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List (“SDN List”), Consolidated Sanctions List (“Non-SDN Lists”), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Belarus, Burundi, Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Site for illegal purposes, we reserve the right to take whatever action we deem appropriate.

4. Proprietary Rights

All title, ownership and intellectual property rights in and to the Site or the Services are owned by [DAO NAME], related entities or their licensors. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by a relevant entity, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Service, in whole or in part.

Excluding any open-source software or third-party software that the Site or the Services incorporates, as between you and [DAO NAME], [DAO NAME] owns the Site and the Services, including all technology, content and other materials used, displayed or provided on the Site (including all intellectual property rights), and hereby grants you a limited, revocable, non-transferable, license to access and use those portions of our proprietary Site and Services in accordance with their intended uses and using their designated public interfaces.

5. Prohibited Activity

If you engage in any of the following categories of prohibited activity, you will not be allowed to use our Site and Services. This list is non-exhaustive, and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into one of these categories.

- Activity that breaches the Terms;
- Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Activity that violates any applicable law, rule, or regulation of the United States, the United Kingdom, the European Union or any of its member states or the United Nations;
- Activity that disguises or interferes in any way with the IP address of the computer you are using to access or use the Site or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Site;
- Activity that transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Activity that contributes to or facilitates any of the foregoing activities

6. Representations, Warranties and Risks

No Representation or Warranty

The Site and Services are provided on an “AS IS” and “AS AVAILABLE” basis. You expressly understand and agree that your use of the Site and Services is at your sole risk. (A) ALL PERSONS, ENTITIES, AND AGENTS INVOLVED WITH THE CREATION OF THE OPEN SOURCE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE SMART CONTRACTS DISPLAYED THROUGH THE SERVICES, MAKE AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO OPEN SOURCE SOFTWARE, THE PLATFORM, SMART CONTRACTS, TOKENS, AND ALL RELATED ENTITIES AND AGENTS SPECIFICALLY DO NOT REPRESENT, WARRANT AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SECURITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS

THEREIN, WHETHER LATENT OR PATENT. [DAO NAME] OR ANY RELATED ENTITIES OR AGENTS DO NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY RELATED INFORMATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

Disclaimer of Fiduciary Duties

TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED HEREIN OR APPLICABLE PROVISIONS OF LAW OR EQUITY OR OTHERWISE, THE PARTIES HERETO HEREBY AGREE TO ELIMINATE ANY AND ALL FIDUCIARY DUTIES [DAO NAME] OR ANY RELATED ENTITIES AND AGENTS MAY HAVE TO YOU, OR YOUR AGENTS, AND AFFILIATES, OR THE END USERS OF THE SERVICE, THE SITE OR ITS CONTENT, PROVIDED THAT SUCH EXCLUSION OR LIMITATION OF LIABILITY SHALL NOT EXTEND TO MISAPPROPRIATION OF YOUR ASSETS OR FUNDS, SITE OR CONTENT PROVIDED BY [DAO NAME] OR ANY RELATED ENTITIES AND AGENTS OR OTHER ACTS OR OMISSIONS THAT CONSTITUTE A BAD FAITH VIOLATION OF THE IMPLIED CONTRACTUAL COVENANT OF GOOD FAITH AND FAIR DEALING.

Sophistication and Risk of Cryptographic Systems

By utilizing the Service or interacting with the Content in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage, intricacies, and difficulties of using native cryptographic tokens, such as Ether (ETH), Bitcoin (BTC), smart contract based-tokens such as those that follow the Ethereum Token Standard (<https://github.com/ethereum/EIPs/issues/20>), and blockchain-based software systems. In general, the underlying software for blockchain networks is open source such that anyone can use, copy, modify, and distribute it. By using the Service, you acknowledge and agree (i) that [DAO NAME] or any related entities are not responsible for the operation of the underlying software and networks and that there exists no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (known as "Forks"), and that such Forks may materially affect the [DAO NAME] platform, software and smart contracts. It might be discretionarily decided not to support (or cease supporting) the Forked network entirely. You acknowledge and agree that [DAO NAME] assumes absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

Risk of Regulatory Actions in One or More Jurisdictions

The Site, Services, Smart Contracts and [DAO NAME] could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit our ability to continue to develop, or which could impede or limit your ability to access or use the Service or Ethereum blockchain, including access to your funds.

Risk of Weaknesses or Exploits in the Field of Cryptography

You acknowledge and understand that Cryptography is a progressing field. Advances in code cracking or technical advances, such as the development of quantum

computers, may present risks to the Site or Services, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, it is intended to update the protocol underlying the Services to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Services or accessing the Site, you acknowledge these inherent risks.

Volatility of Cryptocurrency

You understand that Ethereum and other blockchain technologies and associated currencies or tokens, are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing an impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that [DAO NAME] or any related entity or person cannot be held liable for such fluctuations or increased costs.

Application Security

You acknowledge that the software and smart contracts are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Site or Services. This warning and others later provided by us in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Site or Services.

Website Accuracy

Although it is intended to provide accurate and timely information on the Site and other tools making up the [DAO NAME] system, the Site (including, without limitation, the Content) or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or relevant tools are your sole responsibility and [DAO NAME] shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by any entity. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Site or available via other relevant tools.

Technical Knowledge

Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills.

Voting in Cryptographic Systems

You acknowledge and understand that voting based on smart contracts, blockchains and cryptographic systems in general, including the so-called on-chain voting, is a new and progressing field. Any of the risks mentioned above may result in the theft or loss of your cryptographic tokens or property and also in various inaccuracies regarding votes you aimed to cast, including your vote not being casted at all or casted in an unintended way. For more information about some of the dangers and pitfalls associated with blockchain-based voting systems please refer to the following <http://hackingdistributed.com/2018/07/02/on-chain-vote-buying/>

Legal Risk of On-Chain Organizations

The use of a “Series”, “Protected”, “Registered” or similar LLC is a recent legal advent and is subject to various legal uncertainties regarding its validity and use cases, including, without limitation, uncertainties relating to (i) the non-recognition of such type of legal entity and structure by other U.S. States, such as California, New York and Massachusetts, or foreign countries and jurisdictions; (ii) the novelty and lack of established precedent regarding Series LLCs and any liability “spill-over” risks between a Series LLC and the Master Company; (iii) the lack of regulatory clarity regarding the taxation of a Series LLC; and (iv) the lack of regulatory clarity regarding bankruptcy proceedings of a Series LLC under federal law.

7. Indemnity

You agree to release and to indemnify, defend and hold harmless [DAO NAME] and any related entities, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys’ fees, fees or penalties imposed by any regulatory authority and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of the Website Terms and Conditions and these Supplemental Terms, your violation of any law, rule, or regulation, or the rights of any third party, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. [DAO NAME] reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with [DAO NAME] s in the defense of such matter.

8. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER [DAO NAME] NOR ANY RELATED ENTITIES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY

OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF ANY OF THE [DAO NAME] OR RELATED ENTITIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Dispute Resolution and Arbitration

You agree that to resolve any dispute, controversy, or claim relating in any way to your access or use of the Site, you will engage in good-faith efforts to resolve such disputes with [DAO NAME] prior to initiating an arbitration. You must initiate this dispute resolution process by sending a letter describing the nature of your claim and desired resolution to [INSERT EMAIL]. Both parties agree to meet and confer personally, by telephone, or by remote conference service ("Conference") to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation.

Should the dispute resolution fail, you or [DAO NAME] may enforce an arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding after participating in the dispute resolution process, you must send a letter requesting arbitration and describing your claim to [DAO NAME] at [INSERT EMAIL]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and the JAMS Consumer Minimum Standards then in effect; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards then in effect. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation,

applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and [DAO NAME]. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

You and [DAO NAME] hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a representative or collective class basis. Under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding.

10. Governing Law

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site or the Services, will be governed by and construed and enforced in accordance with the laws of [INSERT JURISDICTION OF INCORPORATION], as applicable, without regard to conflict of law rules or principles (whether of [INSERT JURISDICTION OF INCORPORATION] or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

11. Termination and Suspension

[DAO NAME] may terminate or suspend all or part of the Services and your access to the Site immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your access, your right to use the Services will immediately cease. The following provisions survive any termination of these Terms: Indemnity; Warranty Disclaimers; Limitation of Liability; Proprietary Rights; Termination.

12. Entire Agreement

The Terms, including the Privacy Policy, constitute the entire agreement between you and [DAO NAME] with respect to the subject matter hereof, including the Interface. The Terms, including the Privacy Policy, supersede any and all prior or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of the Terms.

13. Privacy Policy

The Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy [[LINK TO PRIVACY POLICY](#)].