

# MOVE Terms of Service

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*Document: Move Terms of Service*

This Terms of Service was provided within the Movement DAO GitBook published on or about February 2, 2022 via <https://move.xyz> and has been updated to correct any typos.

## **TERMS AND CONDITIONS OF TOKEN SALE AND USE**

### **PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE**

CAREFULLY READ BEFORE ACCESSING THE WEBSITE LOCATED AT [HTTPS://MOVE.XYZ](https://move.xyz) - THE MOVEMENT DAO (THE “WEBSITE” OR THE “DAO”) (DEFINED BELOW) PRIOR TO PURCHASING TOKENS OR MAKING ANY CONTRIBUTIONS. THE LAW OFFICE OF REED YURCHAK (DAO-LAWFIRM.ETH) WILL ACT AS THE SERVICE PROVIDER (THE “SERVICE PROVIDER”) FOR THE MOVEMENT DAO. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN OR CONTRIBUTE ANY FUNDS.

**Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.**

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the DAO will be available to assist the Purchaser of Tokens during the Token

Sale, the DAO will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the DAO or its 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/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use within the Movement Platform or as otherwise expressly referred to in these Terms.

- A purchase of Tokens is non-refundable and cannot be cancelled.
- A purchase of Tokens involves many varied risks which can result in the loss of all amounts paid.
- The DAO reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.
- The DAO reserves the right to issue ERC-721 Tokens in place of ERC-20 or no Tokens at all.
- The DAO reserves the right to provide Token purchasers with weighted whitelisted access to the platform governance voting, i.e. *Snapshot*
- The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.
- Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid.
- The Tokens are priced on a bonding curve which is a function involving the number of tokens and the order in which the purchases were made.
- The Tokens issued on a bonding curve may be dramatically different in the amount of Tokens issues to the same amount paid differing only in time.
- An ERC-721 Token in combination with the purchaser's cryptographic wallet address may be used to provide the purchaser with the participation rights associated with any Token.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

**Right to review information of the Movement DAO**

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

**NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE MOVEMENT ASSOCIATIONS (COLLECTIVELY, THE “ASSOCIATED PARTIES” AND EACH AN “ASSOCIATED PARTY”) EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER’S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.**

Purchaser agrees to contribute funds to the DAO. The DAO may or may not issue Project Tokens in the form of ERC-20 or ERC-721 tokens. The Purchaser was not provided with any specific Project Prospectus, Whitepaper, or Memorandum.