

Terms of Service

Effective Date: September 1, 2022, Last updated: November 13th, 2022, 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf

Document: Website Terms of Service

This website is available to individuals or projects which use the Juicebox protocol. This Terms of Service is specifically regarding the use of this website.

The following governs your use of all the web pages hosted by daolabs.wtf, and any affiliates or partners owned or managed by DAOLABS (collectively referred to as “**DAOLABS**”, “Legal Resources”, “we” or the “Site”). By accessing or using the Site, you expressly agree and consent to the following terms and conditions. If you do not accept the following terms and conditions, then do not use this Site.

1. WHO DOES THIS APPLY TO?

This Agreement is applicable to any User who enters the Site. The definition of a “User” is an end-user who either creates a registration on our Site in order to create a form, downloads or prints any information, content, materials or documents (referred to throughout as “Site Content”), whether published by DAOLABS or created by the User or makes use of any of the Site’s services. A User also includes anyone who uses any of our products or tools without registering on our Site. These Terms of Use apply to all Site Content and services made available through the Site at any time, including those not available as of the “Effective Date” above.

2. WHAT IS YOUR OBLIGATION AS A USER?

You represent that you are at least 18 years of age and are not prohibited from receiving services under the laws of the applicable jurisdiction. You agree to provide accurate and complete information on the Site’s registration form. You acknowledge that DAOLABS owns your account and that you have no ownership rights to your account. You agree to abide by the following rules:

- You agree not to disseminate your user name or password and that you are responsible for maintaining the confidentiality of your user name and

password to protect your personal information. Whether you authorize it or not, you are responsible for any and all uses of your registration.

- You agree to notify DAOLABS immediately of any unauthorized use of your registration and password.
- You agree not to present DAOLABS Site Content (or permit Site Content to be presented) in such a way that it appears to be available from a third-party Web site.
- You agree to not delete or revise any material posted by others.
- You agree to not breach or attempt to breach the security measures incorporated in the Site or access data not intended for your use.
- You agree to not log into a server or account which you are not authorized to use.
- You agree that you will not use the Site to advertise or offer to sell or buy any goods or services.
- You agree to not use the Site for any unlawful purpose or in any manner that would violate international, federal, or local laws or regulations.
- You agree not to interfere with the service to any User, host, or network.
- You agree not to modify, reverse engineer, decompile, translate or disassemble any portion of the Site. • You agree not to forge any TCP/IP packet header or any part of the header information in any e-mail or posting.
- You agree to access the Site only through the interfaces provided by the Site using a web browser.- - You agree to not use the software, devices, script robots, other means or processes to access, “scrape,” “crawl,” or “spider” any web pages or other services contained in or on the Site. • You agree to not use or copy information, content or any data you view on and/or obtain from the Site to provide any service that is competitive with the Site.
- You agree to report inappropriate postings or conduct to DAOLABS.
- You agree to not
 - (i) copy, print (except for the express limited purpose permitted), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Site Content retrieved therefrom without DAOLABS’ express written permission;
 - (ii) use the Site or any materials obtained from the Site to develop or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism. To the extent you use or obtain a contract, application, agreement, or other Site Content from DAOLABS, its licensors, or the

Site, all such information is intended by DAOLABS for personal use by individual consumers only.

3. PENALTIES FOR IMPROPER USE.

Your violation of any of these Rules may result in civil or criminal liability. DAOLABS will investigate occurrences relating to such violations and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such violations. If DAOLABS determines you misled DAOLABS or violated these rules or the Terms of Use, we reserve the right to terminate this Agreement and your use of the Site. DAOLABS is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported. It is your responsibility to ensure that your use of the Site complies with these Terms of Use and all applicable laws.

4. LICENSE OF SITE CONTENT.

DAOLABS grants you a non-exclusive, non-transferable, revocable license to:

- access and use the Site strictly in accordance with this Agreement;
- use the Site solely for personal, non-commercial uses;
- share your content with friends, relatives and trusted advisors for the purpose of assisting you with your personal
- print information from the Site solely for personal, non-commercial purposes maintaining all copyright and other policies contained therein.

5. WHEN YOU WANT TO UPLOAD/POST OR DISTRIBUTE FORMS AND DOCUMENTS.

Your submission of information to the Site, including the uploading of Documents is also governed by DAOLABS' Privacy Policy, the terms of which are fully incorporated by reference herein. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. In order to maintain Site integrity and a positive Site experience for all, the following rules apply:

Your Documents may not contain:

- (i) confidential or private information belonging to others;
- (ii) material that infringes on intellectual property rights, or violates the privacy or publicity rights of others;
- (iii) anything sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful;
- (iv) anything offensive to another person or entity;
- (v) anything that may give rise to criminal or civil liability,

- (vi) anything providing instructional information about illegal activities;
- (vii) any computer code, file, or program that is harmful or invasive or may damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; or
- (viii) any unauthorized advertising, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.

You may not use your Documents to:

- (i) impersonate another person, living or dead;
- (ii) post false, inaccurate or misleading information;
- (iii) post advertisements;
- (iv) post chain letters or pyramid schemes;
- (v) post opinions or notices, commercial or otherwise; or
- (vi) restrict the ability of any other person to use the Site.

If you have an idea or information that you want to remain confidential or do not want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any portion of the DAOLABS’ Site or to any other site through DAOLABS.

DAOLABS IS NOT RESPONSIBLE FOR A USER’S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION POSTED ON OR THROUGH OUR SITE.

DAOLABS has no obligation to review Documents posted on the Site, but it may do so in its sole discretion. Documents found to violate these Terms of Use may be removed at DAOLABS’ sole discretion and may result in DAOLABS terminating your use of the Site or our services.

Special Terms Related To Profiles and Documents: As part of the services offered on our Site, DAOLABS permits the creation of an electronic profile for individuals who register for the Site (“Profiles”). These profiles may include graphics, images, text, or data. DAOLABS does not screen or review any of the User-posted/uploaded materials to determine suitability for any purpose. In addition, DAOLABS shall not be considered an agent for anyone submitting a Document or other materials through the Site or any company that may view a person’s Document or materials through the Site. Nothing herein shall be construed to create an employer-employee, agency, or other relationship between DAOLABS and any individual or entity. DAOLABS has no responsibility for, control over or liability related to anyone using this Site or any Document posted or uploaded to the Site. The Site is merely a venue for Users to create and edit Documents and for others to view Documents when the User provides permission. DAOLABS does not review, screen, edit or monitor the Documents

posted on our Site or make any judgments about or selections of Documents or individuals. DAOLABS is not a party to any transaction between Users through the Site and has no control over the Documents or the quality, truth, accuracy, reliability, completeness, or timeliness of such materials. DAOLABS makes no representations or warranties about any material Users post on our Site.

6. DAOLABS DOES NOT PROVIDE LEGAL ADVICE.

DAOLABS is not a law firm. By using this Site, you acknowledge and agree that DAOLABS and its affiliates are not providing legal advice or acting as your attorney, and you assume full responsibility for any consequences and costs associated with your use of this Site and as it relates to your legal matters. No attorney-client relationship or privilege is created with DAOLABS. DAOLABS strives to keep its legal documents accurate, current, and up-to-date. However, because the law changes rapidly, DAOLABS cannot guarantee that all of the information on the Site or downloadable documentation is completely current. The law is different from jurisdiction to jurisdiction and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind DAOLABS provides can fit every circumstance. Furthermore, the legal information contained on the Site or downloadable documentation is not legal advice and is not guaranteed to be correct, complete, or up-to-date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. **If prior to your payment, you believe that DAOLABS is giving you any legal advice, opinion or recommendation about your legal rights, remedies, defenses, options, selection of forms or strategies, you will not proceed with a payment, and any payment that you do make will be null and void.** DAOLABS is not a party to any agreement that you enter into as a result of the use of any Document that you create, use, or download from the Site. Use of the Site and any Document does not constitute an attorney-client relationship, joint venture, or partnership between DAOLABS and any User or third party.

7. CONTRIBUTIONS OR PAYMENTS.

Use of the DAOLABS services is free for individuals or Cryptographic Addresses related to the Juicebox Protocol. Individuals who have created a Juicebox Project, or are related to a Payout Address, Reserved Rate Address shall be given access to the DAOLABS Legal Resources services.

At this time separate payment or billing is not an option, however, they may be added in the future. The following section relates to our agreement as it relates to any future payment or billing services.

In order to use our services that have fees associated with them, you must provide accurate billing and payment information. You agree to pay DAOLABS

for all charges incurred as a result of your use of the Site, including all applicable taxes, fees, and surcharges. You authorize DAOLABS to bill your designated payment method for such charges. If DAOLABS, for any reason, does not receive payment from your designated payment method, you agree to pay all amounts due upon demand by DAOLABS or its vendor. Every time you use the Site, you reaffirm that

- (i) DAOLABS (or its billing agent) is authorized to bill your chosen payment method;
- (ii) DAOLABS may submit charges incurred under your account for payment; and
- (iii) you will be responsible for such charges.

DAOLABS may use a domestic or an international third-party payment service, the latter of which could result in international transaction fees billed to your credit card, (collectively, the “Payment Service”), to collect payments for all fees. Any international transaction fees that you may incur are charged by your bank and not by DAOLABS. All questions concerning such fees should be directed towards your bank. Any information you provide us in connection with the payment that we provide to the Payment Service will be subject to the Payment Service’s user agreement and privacy policy, not this Agreement or our Privacy Policy. You acknowledge and agree that DAOLABS is not liable for the Payment Service’s services, its site, or any acts or omissions of the Payment Service.

The Price and availability of any product or service offered through the Site are subject to change without notice. Refunds and exchanges will be subject to DAOLABS’ refund and exchange policies then in effect. You agree to pay all charges incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation, any applicable taxes.

8. REFUND AND EXCHANGE POLICY.

DAOLABS currently does not offer refunds or exchanges for any of its services. DAOLABS reserves the right to change this policy at any time. For specific questions regarding our refund and exchange policy, please contact us at m@daolabs.xyz or 0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email

9. THIRD PARTIES LINKS, PRODUCTS, AND INTEGRATIONS.

Third parties may offer or provide materials through the pages on our Site. You also may obtain access to other sites on the Internet through the pages on our Site. By providing this service, DAOLABS is not undertaking any responsibility or liability for information or publications of third parties on the Internet even if you access them through these pages. The use of these third-party services/ add-

ons require customers to agree to additional terms and conditions. Your dealings with, or participation in promotions of, advertisers found on or through the Site, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and that third party. DAOLABS is not responsible in any way for customer's data once it is transmitted, copied, or removed from our site by the customer or under direction or control of the customer. DAOLABS does not warrant or support any third-party content or services, you agree that DAOLABS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties' links and/or ads or third party products and services on the Site and DAOLABS expressly disclaims any responsibility or liability for any material communicated by third parties through these pages or for any claims, damages or losses resulting from the use thereof. We and/or third-parties may make available through the Site message boards, chat functionality and comment features to which you are able to post information and materials (each, a "Forum").

PLEASE BE AWARE THAT SUCH FORUMS MAY BE PROVIDED BY A THIRD PARTY, AND MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD PARTY AS WELL AS THIS AGREEMENT

DAOLABS does not warrant or support any third-party content or services and disclaims all liability for these items and their access to DAOLABS services, including their modification, deletion, or collection of customer data.

10. REPRESENTATIONS AND WARRANTIES.

DAOLABS makes no representations or warranties with regard to the Site Content (including, without limitation, third party material) or communications from Customer Service representatives, all of which are provided on an "as is" and/or "as available" basis. DAOLABS hereby disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. DAOLABS makes no representations or warranties that the services provided by the Site or any customer service representatives will be uninterrupted or error-free, that defects will be corrected, or that the pages or the server that makes them available are free from viruses, worms or other harmful components. If your use of the Site results directly or indirectly in the need for servicing or replacing equipment or data, DAOLABS is not responsible for such costs. DAOLABS also makes no representations or warranties as to whether the information accessible via these pages or customer service representatives, including information posted by Users or third parties, is accurate, complete, current, reliable or truthful. DAOLABS assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any User communications or personalization settings. Nothing on the Site shall be considered an endorsement, representation, or warranty with respect to any User or

third-party, any website, product, service, experience, recruiting, hiring, or otherwise. No advice or information obtained by any User from DAOLABS or its personnel shall create any warranty not expressly provided for in this Agreement. You agree that any reliance on materials/information posted by Users or on any other form of communication with Users will be at your own risk. DAOLABS acts as, among other things, a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User posted material or information, although it reserves the right to do so. DAOLABS makes no representations or guarantees regarding the effectiveness or timeliness of the Site Content in meeting objectives of Users. DAOLABS does not guarantee that Documents created, checked or reviewed using the Site, Documents written by DAOLABS or materials posted by Users will result in an agreement, contract or successful application, for whatever reason made, made by any User or third party. You hereby represent and warrant that you

- (i) are using the Site Content solely for your own personal use and not for any business or research purpose;
- (ii) are not a human resource specialist, researcher, hiring manager or another similar employee of a business or organization that is accessing employment hiring or firing Site Content for use in your job duties or for the benefit of your employer or organization;
- (iii) will not use the Site Content for commercial purposes and will not aggregate, redistribute or otherwise transmit the Site Content to any other individual or entity; and
- (iv) will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by this Terms of Use Agreement or by applicable law.

11. LIABILITY DISCLAIMER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DAOLABS AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES, SERVICES, AND SITE CONTENT SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA (INCLUDING, WITHOUT LIMITATION, ANY DOCUMENTS WRITTEN OR CREATED BY DAOLABS, AND ANY OTHER USER INFORMATION PROVIDED IN CONNECTION THEREWITH) OR OTHER INTANGIBLE LOSSES (EVEN IF DAOLABS HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (e) ANY OTHER MATTER RELATING TO THE SITE OR THE SITE CONTENT. DAOLABS RESERVES THE RIGHT AT ANY TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE. YOU AGREE THAT DAOLABS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE. IF ANY LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN DAOLABS'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$50.00 IN THE AGGREGATE. IN NO EVENT SHALL DAOLABS (ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THESE PAGES), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF U.S. \$50.00 OR FIVE TIMES THE AMOUNT OF YOUR MOST RECENT MONTHLY PAYMENT (IN THE EVENT YOU ARE A PAYING SUBSCRIBER), WHICHEVER IS LESS. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH HEREIN IS UNENFORCEABLE UNDER APPLICABLE LAW, DAOLABS'S AGGREGATE LIABILITY RELATED THERETO WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. DAOLABS CANNOT AND DOES NOT CHECK EACH USER'S IDENTITY. WE ARE NOT INVOLVED IN USER-TO-USER DEALINGS NOR DO WE CONTROL THE BEHAVIOR OF PARTICIPANTS ON ANY SITE. THEREFORE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE DAOLABS (AND OUR AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL AND DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED

WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

12. PROPRIETARY RIGHTS.

The Site and all rights, title, and interest in and to the Site is the sole property of DAOLABS and/or its Affiliates or licensors, and is protected by U.S. copyright and international treaties. ” DAOLABS ” and the DAOLABS design logo may be registered service or trademarks. All related products and service names, design marks, and slogans are also the service marks or trademarks of DAOLABS. In addition, the “look” and “feel” of the Site (including color combinations, button shapes, layout, design, and all other graphical elements) are protected by DAOLABS’ trademarks, service marks, and copyrights. Each User retains ownership of any materials the User submits through the Site (each, a “Submission”). However, in order to make Submissions available on the Site and to best provide you with services tailored to such Submissions, DAOLABS require certain rights to User Submissions. By submitting materials to our Site, including Documents, the User grants to DAOLABS and its designees a worldwide, non-exclusive, transferable, royalty-free, fully paid up, perpetual, irrevocable right and license, without compensation or further notice to you: (i) to use, reproduce, distribute, adapt, edit, modify, create derivative works of, publicly display and publicly perform such Submission, and the contents of such Submission, in any media now known or hereafter developed, for DAOLABS’s business, marketing and promotional purposes and (ii) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law; provided however, such rights shall be subject to any restrictions or limitations established by the User in connection with the creation or maintenance of such Document (for example, if you limit availability of your Document, DAOLABS will use commercially reasonable efforts to ensure that the availability of your Document complies with the settings you selected). By way of further explanation, DAOLABS would not be able to perform many of the services we offer without your granting DAOLABS these rights. For example, without the right to “adapt,” we would be unable to make the necessary changes to the Submissions so that the Submissions meet our technical criteria; without the right to reproduce, we would be unable to make copies of Submissions on our servers to post the Submissions. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses as set forth in this section and that such Submission through the Site complies with all applicable laws, rules, and regulations. You acknowledge that you are solely responsible for verifying any and all information contained in any Submission, including, without

limitation, confirming your own data, terms, or language, and that DAOLABS is not responsible for correcting any information provided to any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. If you have a good faith belief that materials available on the Site infringe your copyright, send DAOLABS a notice requesting that we remove the material or block access to it and we will investigate the claim and inform you of the results.

13. FITNESS FOR USE.

DAOLABS makes no representation as to appropriateness or availability for use of any of its Site Content in any particular location. Those who choose to access these pages do so on their own initiative and are solely responsible for compliance with local laws.

14. BINDING ARBITRATION.

THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY.

If any dispute arises, you must first contact DAOLABS by e-mail at m@daolabs.wtf, so that we can endeavor to resolve the issue. In the event that we cannot resolve a dispute within thirty (30) days of notification, then all disputes arising under or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”) as it may be amended from time to time.

15. MONTHLY SUBSCRIPTIONS (or FREE TRIAL).

Pricing for DAOLABS Legal Resources has not been determined. While the services are currently free, they may change in the future. At this time access and use to this website is limited to individuals who have created a Juicebox project, thus access to the site may be limited to wallets or individuals who are associated with a Juicebox project either as a project owner or project member.

16. PRICING CHANGES.

Effective: August 22, 2022, DAOLABS published pricing or restrictions of the following products: Subscription: Juicebox Protocol project with 5 ETH

A grace period of 90 days after the effective date will be provided to all individuals regardless of ownership of a Juicebox project NFT.

DAOLABS shall have the right to increase prices from time to time. Any such price change shall not apply to subscriptions or purchases submitted before August 22, 2019, unless the User stops for any reason making payments after August 22, 2019. DAOLABS will notify the User (not applicable to PayPal customers) to remind him or her to make the respective payments. If User declines to make such payments, User will no longer have the right to remain with the price made available to User before August 22, 2019, and will be subject to the new pricing structure. For Users that have registered using 3rd party payment facilitator, please refer to those Legal Agreements for the 3rd party Services.

17. GENERAL TERMS.

- **Entire Agreement.** This Terms of Use Agreement constitutes the full agreement between you and DAOLABS and governs your use of the Site, superseding any prior agreements between you and DAOLABS with respect to the Site.
- **User Remedies.** You acknowledge that, except as expressly provided elsewhere in this Agreement, your only right with respect to any dissatisfaction with any modification or discontinuation of service made by DAOLABS or any policies or practices in providing this Site or our products, including without limitation any change in content or any change in the amount or type of fees or charges associated with our products, is to cancel your subscription or user account, as applicable. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the DAOLABS' services.
- **Choice of Law and Forum.** The Terms of Use and the relationship between you and DAOLABS shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and DAOLABS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of King, Washington. You agree to defend, indemnify, and hold harmless DAOLABS (and its officers, directors, employees, and agents) from and against any third-party claims, actions or demands (including, without limitation, costs, damages, and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Site.
- **Waiver and Severability of Terms.** The failure of DAOLABS to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. In the event that any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use shall remain in full force and effect.
- **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms of Use must be filed within one (1) year

after such claim or cause of action arose or be forever barred. DAOLABS reserves the right to update or amend these Terms of Use at any time without notice.

- **Term and Termination.** This Agreement is effective until terminated. DAOLABS, at its sole discretion, may terminate your access to or use of the Site, at any time and for any reason. Such termination, including deactivation or deletion of your password and user name, and all related information and files associated with it may happen without prior notice. DAOLABS is not liable to you or any third party for any termination of your access to the Site or to any such information or files and shall not be required to make such information or files available to you.
- **For purposes of service messages and notices about the services to you, notice shall consist of an e-mail from DAOLABS to the e-mail address associated with your account, regardless of any other information we may have. DAOLABS shall have no liability associated with your failure to maintain accurate contact information.**
- **Customer Service.** No customer service representatives used by DAOLABS are permitted to bind the company or contravene this Terms of Use Agreement. In addition, DAOLABS expressly disclaims any liability for information provided by its customer service representatives to the extent the information is inconsistent with the information set forth herein.
- **Section Titles.** Section titles in this Terms of Use Agreement are for convenience only and have no legal effect •
- **Privacy Information.** Please review our complete Privacy Policy which is fully incorporated by reference into this Terms of Use Agreement. If you have questions about any of the provisions described above, please contact us at the above e-mail address.