

Dated June 2024

Wagmi SAS

and

Users

**TERMS AND
CONDITIONS**

v. 2

Summary

This summary is intended to provide a simple and concise presentation of the content of these T&Cs. It has no contractual value and does not form part of the T&Cs. To use our services, you must read the T&Cs below and accept them in full. In the event of any contradiction between this summary and the T&Cs, the latter shall prevail.

What's Only Dust?

Only Dust is a platform provided by Wagmi SAS designed to optimize the financing of open source projects using blockchain protocols. On behalf of foundations supporting the development of protocols, we organize connections between open source projects and developers and organize the funding of the latter's contributions.

How to access Only Dust?

To use our platform, you must be of legal age (+ 16 years), not be a sanctioned person, and, of course, accept and observe the T&Cs in full. To obtain your rewards, you will need to comply with KYC/KYB requirements.

What are your responsibilities?

You can use the platform as a project leader or as a contributor.

If you are a contributor, you will provide contributions from among those proposed on the platform by the projects. You undertake to execute these contributions with the highest level of diligence, in accordance with the specifications set out by the project. Rewards for this contribution will not be systematic and will depend in part on how well the contribution is executed. This evaluation will be carried out by the project leader and, except in cases of fraud, Only Dust will not be directly involved.

If you are a Project Leader, the project must be open-source and useful for the community. You will be responsible for the project, and as such, you will have to define the nature of the contributions required, assess their quality and determine the reward amount to be paid to contributors. You can receive a grant depending on the merits of your project, which is purely discretionary (will be taken by OD or by a committee of independent experts)

In both cases, you must: (i) properly use our platform and refrain from all fraudulent activity; (ii) give us valid information about your status, including whether you act for a company or not; (iii) comply with the laws and regulations in force in the country in which you are located.

What are Our responsibilities? We undertake to provide you with our platform and ensure its proper operation and transfer to contributors the rewards under the conditions defined by the project leader.

By using Our platform, You understand that we are not responsible for the interruption or breakdowns of our platform; we are not your employer and the rewards that we transfer to you must not be considered as a salary; we are not responsible for the amount of budget that is given

to a project nor for the amount of rewards that is given to contributors; and we are not responsible if the foundations decide not to give us funds anymore.

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Legal notice

The platform onlydust.com is edited by Wagmi SAS, a French simplified joint stock company, registered with the trade and companies register of Paris under number 908 233 638, with registered offices located 54 rue du Faubourg Montmartre, 75009 Paris, France.

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The platform is hosted by Cloudflare, Vercel and Heroku

1. Definitions

Capitalised terms used herein shall have the respective meanings specified below in [Article 1](#) or elsewhere in this Agreement.

“Project Budget” refers to the maximum amount of Payments to be attributed to a Funded Project, as decided by the Committee.

“Committee” refers to the group of independent experts made up, for each Sponsor and in accordance with the latter, of individuals offering technical, economic or financial skills and knowledge of the web3 industry and, more specifically, of the protocol supported by the said Sponsor.

“Contributors” refers to the natural or legal persons providing Contributions.

“Contribution” refers to technical, commercial or marketing development services provided by Contributors as part of the Projects in accordance with the needs specified by the Project Leaders, including but not limited to the source code and all material documentation and records related thereto.

“Sponsors” refers to the legal persons promoting the development of a specific protocol and intending to reward Contributors of Funded Projects built on the said protocol, on whose behalf Wagmi distributes Rewards.

“Project Leader” refers to the person in charge of a Project.

“Parties” refers to the Users and Wagmi.

“Platform” refers to onlydust.com, including all its subdomains.

“Projects” refers to open-source software projects built on a specific protocol, listed on the Platform to benefit from all or part of the Services.

“Funded Projects” refers to Projects sponsored by a Sponsor and selected by the Committee.

“Reporting” refers to the report made on the Platform by Contributors or Project Leaders, indicating the time spent developing a Funded Project and the related GitHub file(s).

“Rewards” refers to the amount, in tokens or legal tender, as the case may be, paid by Wagmi, on behalf of or in the name and on behalf of the Sponsors, as the case may be, to the Contributors in respect of their Contribution.

“Sanctioned Person” refers to any person that is listed in EU and US sanctions lists that is restricted from using all or parts of the Services under such laws.

“US Person” refers to any natural person residing in the United States or having US nationality, and any legal entity established in the United States or more than 50% owned by a US person.

“Services” refers to the services described in section 5.

“Wagmi” refers to Wagmi SAS, as identified in the front page of the document.

“T&Cs” refers to the present agreement, all its amendments and related schedules.

“User” refers to Contributors and Project Leaders accessing the Platform or using the Services.

2. Purpose and scope

The purpose of the T&Cs is to define (i) the conditions under which Wagmi provides the Services to Users and (ii) the conditions under which Contributions may be provided by Contributors, as the case may be, to Wagmi or to Sponsors.

3. Acceptance and amendment

- 3.1. **Acceptance.** In order to be able to use the Services, Users agree to fully and unconditionally accept these T&Cs by ticking the relevant case on the Platform. The T&Cs are accessible at any time on the Platform and Users should read these T&Cs carefully before accepting them.
- 3.2. **Amendment.** In order to improve their features and quality, Wagmi may regularly modify the Platform and the Services. In particular, Wagmi may add, remove or replace certain functions at any time.

Therefore, Wagmi may modify the T&Cs from time to time. Users will be informed of changes fifteen (15) days before the new version comes into force. During this period, Users may terminate the T&Cs by any means provided that they complete any commitment to which they have already agreed.

4. Access to the Platform

- 4.1. The Services are accessible:

- i) to any natural person over the age of 16 and who has the legal capacity to enter into commitments under these T&Cs. A natural person who does not have legal capacity may only access the Platform and the Services with the consent of his/her legal representative;
 - ii) to any legal entity acting through a natural person who has the legal capacity to enter into a contract in the name and on behalf of such legal entity.
- 4.2. Any natural person who accepts the T&Cs in the name and on behalf of a legal entity acknowledges that he/she is authorized to do so. The legal entity may in no case be released from its obligations on the grounds that the natural person did not have the authority to commit himself/herself.
- 4.3. Users must provide all information required by Wagmi to use the Services. Any incomplete registration will not be validated. Wagmi will verify the information provided and shall refuse any invalid and/or incomplete registration request. Users will not be entitled to any compensation in this respect. Sanctioned Persons are not authorized to use the Services.
- 4.4. Furthermore, Users understand that US Persons can be restricted from part of the Services. In particular, some tokens (such as the STRK token) cannot be distributed to US Persons, thus, US Persons will not be eligible for acquiring Contributions in such tokens.

5.Services

- 5.1. **Platform.** Wagmi operates the Platform, a digital infrastructure designed to optimize the funding of open source projects and to facilitate connections between Sponsors, Projects and Contributors and acquires, on behalf of Sponsors and, as the case may be, in their name or in its own name, Contributions promoting the development of Projects built on the protocols supported by Sponsors in accordance with the terms and conditions set out below.
- 5.2. **Project Listing.** Any person meeting the conditions set out in the T&Cs may request the listing of a Project in order to find Contributors without being funded by a Sponsor. Users understand that the Services for non funded Projects are strictly limited to the listing on the Platform. Users are fully responsible for the performance and management of their Project and Contributors and for the reward associated to Contributions, if any.
- 5.3. **Funded Projects.** Any person meeting the conditions set out in the T&Cs may request the listing of a Project to obtain Rewards. Users understand that Funded Projects are selected discretionarily either (i) by the Sponsors or (ii) by an independent Committee appointed by Wagmi for this purpose. The decision to list a Funded Project on the Platform is made at the sole discretion of the Sponsors or the Committee, as the case may be, which evaluates each project based on its potential contribution to the relevant open-source ecosystem.

Wagmi does not participate in such selection and cannot bear any liability for the Sponsors or the Committee's refusal to list a Project, which will not give rise to any compensation.

The Funded Projects selected by the Sponsors or the Committees are awarded a Project Budget, the amount and nature of which (legal tender or token) are determined either (i) by Wagmi or (ii) at the Sponsor's or at the Committees' discretion based on the Project utility to Sponsors' ecosystems.

- 5.4. **Contributions.** Wagmi delegates to the Project Leaders the task of defining the open source technical, commercial or marketing developments necessary for the development of the Projects and of setting a Reward amount for the approved Contribution based on the amount and currency of the Project Budget, to which the Project Leaders expressly agree.
- 5.5. **Rewards.** Contributions approved by Project Leaders are rewarded by the allocation of a Reward in accordance with the conditions (amount and currency or token) determined by the Sponsors or the Committee. Wagmi delegates the task of assessing the quality and effectiveness of the Contributions to the Project Leaders, who expressly accept this. Wagmi does not engage in evaluating the quality or efficiency of Contribution made by Contributors. However, in compliance with its role as the operator of the Platform, Wagmi may take all measures to prevent fraud, including blocking the allocation of a Reward.

Project Leaders must allocate the Rewards to their Contributors on the Platform. They are fully liable for selecting the Contributors to which Rewards are allocated. Wagmi cannot be held liable in the event of an error in the Project Leader's allocation.

If the Project Budget allocated is not sufficient to finalize the Project, Project Leaders can request an additional allocation. The Sponsors or the Committee, as the case may be, will be consulted and will decide whether or not to allocate an additional Project Budget, based on the performances and milestones of the Project.

The decision of the Sponsors or the Committee not to reallocate an additional Project Budget may not give rise to any compensation whatsoever by Wagmi to Contributors.

- 5.6. **Allocation.** Contributors must claim their Rewards using the functionalities of the Platform. Rewards will be transferred by Wagmi on behalf of Sponsors to Contributors subject to the following cumulative conditions:
- i) the acceptance of the T&Cs;
 - ii) the Reporting on the Platform by the Project Leader of the developments made for the Project;
 - iii) the validation of the Reporting by the Committee if applicable;
 - iv) the creation of a Billing Profile and validation of the identification and verification requirements (KYC/KYB) in the conditions set out in Section 5.7;
 - v) if applicable, the communication of a valid invoice in the conditions set out in Section 5.8.
- 5.7. **Billing Profile.** In order to receive Rewards, Contributors must create a Billing Profile that corresponds to their corporate situation. Contributors are responsible for selecting the Billing Profile appropriate to their situation. They understand that each Billing Profile is subject to specific requirements that they undertake to comply with, including but not limited to the conditions below:
- **Individuals:** The Individual Billing Profile is subject to an identity verification process (KYC). Contributors understand that they can use the Individual Billing Profile up to \$5,000 of Rewards per year. However, if a Contributor benefits from more than \$5,000 of Rewards per

year, he/she will be required to register on the Platform with a registered entity in order to be able to continue benefiting from the Rewards.

- **Registered entities:** In order to register as a legal entity, Contributors can use:
 - The Self Employed Billing Profile: This Billing Profile is subject to a verification process of the entity and the representative (KYB). It's a unique personal profile, and only the registered person can receive rewards.
 - The Organization Billing Profile: This Billing Profile is subject to an identity verification process (KYB). It allows several Contributors to be attached to the profile, enabling the various employees of a company to work on the Platform so that the reward is allocated to the company. Contributors attached to a Company Billing Profile are fully liable for selecting the Company's profile to which Rewards must be allocated.
- **Employees:** employees can be invited by one or more entities registered under the Company Billing Profile. This Billing Profile is not subject to an identity verification.

Validation of a Billing Profile is subject to an identity verification process (KYC and/or KYB) with Wagmi's providers and to the provision of payment information (wallet address). Contributors understand that Wagmi's providers may require additional information.

Contributors undertake to provide truthful and complete information. If the identification and verification process is not validated, Contributors won't be able to recover the allocated Rewards. This will not give rise to any compensation whatsoever.

5.8. Invoices. Upon validation of their Billing Profile, Contributors acting on behalf of a legal entity (Self-Employed and Organization Billing Profiles) must transmit an invoice on the Platform, corresponding to the amount of the allocated Reward. To do so, they may either:

- give a billing mandate to Wagmi by accepting the corresponding terms on the Platform. In this case, Wagmi will automatically generate the corresponding invoice; or
- provide their own invoice using the corresponding functionalities. Contributors must provide a valid invoice. If the invoice is incomplete or includes errors, Wagmi will not validate it. In this case, Wagmi will inform the Contributor in order to rectify the invoice.

Invoices include the USD equivalent for the Reward in tokens. The amount is calculated according to the conversion rate applicable at the date of the allocation of the Reward by the Project Leader if the Contributor already has a validated Billing Profile. If the Contributor does not have a validated Billing Profile at the date of the claim of the Reward, the amount will be calculated according to the conversion rate applicable at the date of the validation of the profile.

6. Wagmi undertakings

6.1. Wagmi's commitments are strictly limited to the provision of the Services referred to in the above article. It is reminded that Wagmi:

- i) does not make any commitments whatsoever on the decision to allocate Project Budget to a Funded Project, this decision, which is in any case discretionary, being delegated to

the Committees approved by the Sponsors, or to the Sponsors themselves as the case may be;

- ii) does not regulate in any case and for any reason whatsoever the relation between Contributors and Project Leaders;
- iii) delegates to Project Leaders the task of defining and monitoring the implementation of Contributions and does not directly control the performance of Contributors and their Contributions.

6.2. Wagmi undertakes to perform its obligations with the care normally expected from a professional in his field and to comply with the professional customs in force.

6.3. Wagmi will make its best efforts to make the Services and the Platform available to the Users and ensure its accessibility and proper operation. Wagmi undertakes to ensure that the Platform is accessible 24/7, except in the event of (i) force majeure or unforeseeable and unavoidable behaviour on the part of a third party or a third-party service or (ii) potential breakdowns, maintenance interventions and updates required for the proper operation of the Platform.

6.4. Wagmi can only be held to an obligation of best endeavour for the operation of the Platform. Access to the Platform and use of the Services is at the User's own risk, and the Services and the Platform are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, except as otherwise provided by law.

6.5. To the fullest extent permitted by law, Wagmi does not represent or warrant that (i) access to or use of the Services or the Platform will be uninterrupted, timely, secure or error-free or that (ii) data provided on the Platform will always be accurate.

6.6. In particular, unless otherwise provided by law, Wagmi shall not be held liable for:

- i) breakdowns or malfunctions of the Platform or Services lasting less than 24 hours or that are not the responsibility of Wagmi;
- ii) an unusual or illegal use of the Services by a third party or a User;
- iii) harmful or unintended consequences of the operation of third party services;
- iv) a malfunction or cyberattack;
- v) any case of force majeure within the meaning of Article 1218 of the French Civil Code.

7. User undertakings

7.1. **Use of the Platform.** Users agree and guarantee:

- i) to comply with the laws and regulations in force in the country in which they are located;
- ii) to refrain from all kind of fraudulent activities;
- iii) that they are not Sanctioned Persons;
- iv) that they are over the age of 16 or have obtain a legal representative authorisation and supervision and have the capacity to enter into an agreement with Wagmi and as the

case may be with other Users, in accordance with the laws of the country in which they are located;

- v) to provide information that is truthful, accurate and free from error when interacting in and with the Platform and the Services, to keep this information up-to-date throughout their time using the Platform and the Services and to publish content that meets these same requirements;
- vi) to use the Platform and the Services in accordance with its intended purpose and objective;
- vii) to be the original author of or use open source elements in the Contributions which must not infringe upon the intellectual property of third parties;
- viii) to apply and abide by the terms of the open source licences applicable to all Contributions.

7.2. Prohibited behaviours. Users understand and accept that the following acts are strictly prohibited:

- i) any behaviour that disrupts, suspends, slows or prevents the continuity of the Platform and Services;
- ii) any intrusion or attempted intrusion into Wagmi's information systems or infringement of the security and authentication measures;
- iii) any act infringing Wagmi's rights and financial interests, whether commercial or legal;
- iv) any copying and/or misappropriation of the Platform and more generally any misuse of the Platform;
- v) any infringement of Wagmi's intellectual property rights.

7.3. Specific commitments of Project Leaders. Project Leaders undertake to:

- i) act in the direct and prime interest of the open source Project ;
- ii) introduce to the Committee the Project's interest for the Sponsor's ecosystem;
- iii) define in good faith the Contributions in the interest of the Projects;
- iv) assess in good faith the quality and performance of the Contributions;
- v) report on the Platform the Contributors' developments made for the Project;
- vi) comply with all legal, administrative, fiscal and social requirements attached to such a role;
- vii) undertake to perform their obligations with the care normally expected from a professional in his field or from a duly responsible person and to comply with the customs in force;
- viii) and acknowledges that it has the necessary skills and knowledge to carry out the open-source Project properly.

7.4. Specific commitments of Contributors. Contributors undertake to perform their obligations with the care normally expected from a professional in his field or from a duly responsible person and to comply with the customs in force.

The Contributors declare and warrant to Wagmi that:

- i) they provide the Contributions in accordance with the law;
- ii) where applicable, their activity is duly declared in accordance with the law of their State of residence;
- iii) where applicable, they are up to date with their tax obligations and the payment of their social security contributions in their State of residence;
- iv) Their information and declaration are truthful, in particular where they act on their own behalf or on the behalf of a registered enterprise.

Contributors undertake to hold Wagmi harmless from all claims related to their declarations on the Platform.

Registered enterprises undertake to:

- v) notify Wagmi of the enterprise's existence and communicate legal information;
- vi) designate one or more natural person(s) responsible; and
- vii) report on the name of the registered enterprises.

The natural person(s) designated must have all the necessary powers to act in the name of the registered enterprise. The designated person(s) will be fully liable for:

- the management of the enterprise account, including the performance of the KYB required by Wagmi and the management of the payment information used to perceive the Rewards;
- providing the identity of Contributors belonging to the registered enterprise.

The registered enterprise undertakes to hold Wagmi harmless from all claims related to the actions performed by the designated person.

8. Liability

- 8.1. **Wagmi's liability.** For Users that fall within the definition of professional under the French consumer code, taking into account the free nature of the Platform and unless otherwise provided by law, Wagmi's liability cannot be incurred for any interruption, malfunction or any other error affecting the operation or the content of the Platform.

For Users that reside in the European Union and fall within the definition of consumers under the French consumer code, this exclusion does not apply.

Wagmi may only be obliged to the reparation of direct damages caused by a breach related to the provision of the Platform and the Services. Wagmi will not be held liable for any other damages and losses suffered by the User, in particular indirect damages (including but not limited to, earning or profit losses, commercial damages, the consequences of complaints, actions, claims of third parties against the User) even where Wagmi has been informed of their occurrence.

For Users that reside in the European Union and fall within the definition of consumers under the French consumer code, these limitations do not apply.

- 8.2. **User's liability.** The User guarantees Wagmi against any complaints, claims, actions and/or demands that Wagmi may suffer as a result of the User's breach of any of his/her obligations under these T&Cs or of any false declaration made under the terms of these TCS. The User undertakes to indemnify Wagmi for any damage suffered as a result of such a breach or such a false declaration.

9. Duration

- 9.1. **Duration.** The T&Cs are entered into for an indefinite term. The T&Cs shall stay in force as long as the User accesses and use the Platform or the Services.
- 9.2. **Suspension.** If a User breaches the T&Cs Wagmi may temporarily and without prior notice suspend access to the Platform and the Services.

After an investigation period during which Wagmi shall verify the truth of the alleged violations, access to the Platform and/or to the Services may be restored or the T&Cs may be terminated in accordance with the terms below.

- 9.3. **Termination.** Users may terminate these T&Cs at any time by emailing the following email address: admin@onlydust.xyz. After doing so, Users shall not access the Platform and use the Services, unless they accept the T&Cs again.

In the event of a change in the applicable regulations affecting the capacity of Wagmi or its employees to execute the Services the T&Cs will automatically be terminated.

Without prejudice to any other action, Wagmi may terminate these T&Cs and block the User's access to the Platform in case of a material breach of these T&Cs and in particular in case of a breach of the sections entitled "User undertakings" and "Intellectual Property".

Termination of the T&Cs shall not result, in any event, in any compensation from Wagmi to a User.

10. Intellectual property

- 10.1. The Platform and all its functionalities, the Services, and, more broadly, any content generated by Wagmi are Wagmi's sole intellectual property and are protected by all intellectual property rights in force.
- Any use, reproduction or representation in any form of the Platform, the Services or any of Wagmi's content without express written permission is strictly prohibited.
- 10.2. All Contributors understand and agree that the Contributions are developed and distributed under open-source licences. They undertake not to infringe on third-parties intellectual property rights and to abide by the terms of the open-source licences applicable to the Project.
- 10.3. Contributors undertake to hold Wagmi and the Sponsors harmless from any claims, damages, losses, or liabilities related to their Contributions.

11. Miscellaneous

- 11.1. **Relationship between the Parties.** For the provision of the Services, Wagmi solely acts as an intermediary between Sponsors and Contributors. As the case may be, Wagmi acts in the name and on behalf of the Sponsors or in its own name and on behalf of the Sponsors.

Due to this role of intermediary, the relationship between Wagmi and Contributors cannot in any case be qualified as an employment relationship and no employment contract should be deducted from these T&Cs. Contributors act in an entirely independent capacity. Contributors are free to determine their level of involvement, schedule, and methodology in contributing to the Projects.

Moreover, any relationship of any kind that may arise (i) between Contributors and (ii) between Contributors and Project Leaders does not fall within the scope of the T&Cs.

- 11.2. **Tax declaration and administrative formalities.** As for all Users, companies are responsible for the proper completion of all administrative, fiscal and social formalities and for all payments of contributions, taxes or duties of any kind that they are responsible for, where applicable, in connection with their use of the Services or their provision of Contributions.

Users are solely responsible for the proper completion of all administrative, fiscal and social formalities and for all payments of contributions, taxes or duties of any kind that they are responsible for, where applicable, in connection with their use of the Services.

Users residing in France for tax purposes can fulfil their tax obligations, and obtain information on the tax regimes that may apply and the tax declaration procedures via the French tax authority's website (impots.gouv.fr).

Users residing in France for tax purposes may, where applicable, fulfil their social security obligations and obtain information on the social security schemes that may apply and the reporting procedures via the social security website (urssaf.fr).

They are also responsible for complying with the regulations applicable to the contractual relationship to which they are a party.

- 11.3. **Hyperlinks.** The Platform may contain links or content redirecting to third-party websites or resources, which may be subject to different policies. Wagmi is not responsible for the content available through such links.
- 11.4. **Nullity.** If any provision of the T&Cs is annulled by a modification of legislation, regulation or by a court decision, the rest of the T&Cs will not be affected.
- 11.5. **Assignment.** Users may not assign or transfer the T&Cs to a third party without the prior written consent of Wagmi.

In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Wagmi's assets or (ii) any operation entailing a direct or indirect change of control affecting Wagmi, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

- 11.6. **Disputes.** Any dispute in relation to the use of the Platform and the Services shall be submitted to Wagmi by sending an email to admin@onlydust.xyz.

All complaints, disputes or claims about the relation to other Contributors or Lead Projects should be directed to such a person.

- 11.7. **Governing Law and Jurisdiction.** The T&Cs are governed by and interpreted according to French laws, except French conflict-of-law rules. For residents of the European Union, consumer rules may contain more favorable provisions, in which case such provisions will apply.

In compliance with article L. 616-2 of the French Consumer Code, consumers may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmitting their cases to national mediators.

This service may be accessed following this link: europa.eu/consumers.

Unless otherwise provided by the law, any conflict or dispute related to the validity, interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of the Paris courts.