

CreateFun Terms of Service

Introduction

Please read these terms of service ("Terms") carefully. These Terms are between you and CreateFun DAO's members, affiliates, contributors, service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns (the "DAO," "we," "us," or "our") concerning your use of the CreateFun DAO' s site, currently located at CreateFun.io (the "Site") which acts as a front-end to the CreateFun protocol (the "DAO Protocol") available on one or more blockchains via smart contracts ("Smart Contracts"). These Terms apply to you ("you," or "User") as a user of the Site and its front-end, including all products, services, tools, source code repositories ("Repository" or "Repositories"), and information made available on the Site, including the CreateFun DAO Discord server and/or operated by CreateFun DAO or CreateFun DAO contributors (together, the "Site" or "Sites").

By using the Site, you agree to these Terms

Certain features on the Site may be offered while still in "beta" form ("Beta Services"). By accepting these Terms or using the Beta Services, You understand and acknowledge that the Beta Services are being provided as a "Beta" version and made available on an "As Is" or "As Available" basis. The Beta Services may contain bugs, errors, and other problems.

warning

You assume all risks and all costs associated with your use of the DAO Beta Services, including, without limitation, any internet access fees, back-up expenses, and/or costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data.

In addition, we are not obligated to provide any maintenance, technical support, or other support for the Beta Services.

warning

None of the information, services, or materials offered on our Site constitute, or are intended to constitute, legal, financial, tax, investment, or other advice, and you should not act or refrain from acting based on any information, services, or materials provided on the Site. All content on our Site is information of a general nature and does not address the unique circumstances of any particular user. You are strongly urged to consult with your own legal, financial, tax, investment, and other advisors regarding all legal, financial, tax, and investment-related questions or concerns you have.

You must be able to form a legally binding contract online, either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on the behalf of which you are acting to these Terms, that you are at least 18 years old or the age of majority where you reside, whichever is older, that you can form a legally binding contract online, and that you have the full right, power, and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company

or other legal entity on the behalf of which you are acting.

You are advised to revisit these Terms periodically to familiarize yourself with any changes to the Terms. The DAO, in its sole and absolute discretion, reserves the right to make changes to these Terms. Any such changes are binding on Users of the Site and will take effect immediately upon accessing the Site. As a User, you agree to be bound by any changes, variations, or modifications to our terms of service, and you agree that your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

Information Regarding Legal, Accounting, or Tax Matters

Any legal, financial, or tax comments within the Sites are provided for informational and illustrative purposes only, and are not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information from any documents, comments, or instructions. The DAO does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet) and the provision of contact information is not a recommendation that you hire any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.

Risks Involved in the Use of the Smart Contracts

The DAO protocol runs entirely on publicly accessible smart contracts explained in detail throughout the DAO's online documents and Sites. The DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities who sign each

transaction. The protocol works according to the specifications outlined in the Sites to the extent that the code is written and deployed correctly, which is a collective responsibility and is not guaranteed. There are major risks that the code has not been written and deployed correctly. Please do your own research.

Source Code Repositories

No Warranties. The DAO's Repository is only a presentation of information regarding certain technologies. The statements contained in the Repository do not provide any advice, representation, warranty, certification, guarantee, or promise, express or implied, relating to these technologies, any uses thereof, or any of the other matters discussed in the Repository, nor does the Repository provide an offer or an agreement to make such technologies available, to maintain or update such technologies, or to sell or buy any asset or enter into any transaction. You should not rely on the Repository as a basis for making any financial or other decision.

The Decentralized Application

The DAO provides access to a decentralized finance application ("Application") on the Ethereum blockchain that allows individuals to receive Ethereum assets, including Ethereum, ERC-20s, and ERC-721s ("Cryptocurrency Assets"), and defines how users receive such Cryptocurrency Assets as contributions. The Application may be configured to emit project tokens ("Project Tokens") which may or may not have utility. The Application spans a front-end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts—

the user is required to authorize the execution of the Smart Contracts at all times when interacting with their wallet. These collected Cryptocurrency Assets are received by projects created on the DAO Application with the support of the Smart Contracts ("Project" or "Projects"). Projects are created and managed by specific Users ("Managers") which the DAO has no management relationship with or control over (Projects created on the DAO Application are instead completely configured and managed by the Managers). The DAO Application and Smart Contracts provide Managers with tools by which Managers can configure how the Project receives Cryptocurrency Assets, how the Project distributes said Cryptocurrency Assets, and how the Project emits Project Tokens. The DAO Application provides for complete trust-less and transparent views into the life cycle of Project Tokens, Managers, and Cryptocurrency Assets, including the Project Tokens' possible redemption.

Use of the DAO Protocol may require that you pay a fee, such as gas charges on the Ethereum network, to perform a transaction. You acknowledge and agree that the DAO has no control over any transactions among Users over the DAO' s Protocol, or the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DAO protocol-compatible wallet address ("Cryptocurrency Wallet") to complete any such transaction on the DAO Protocol or the Ethereum network before initiating such a transaction.

The DAO Application and the DAO Protocol emit Project Tokens to Managers and

users for any direct contributions to the DAO Application. By default, the DAO Protocol emits Project Tokens to Managers' Applications' Wallets at a rate of 2.5% of all funds transferred from the Application to Cryptocurrency Wallets in the configuration.

Manager Obligations

warning

Due to the nature of a Manager' s activities on the Site, it is possible that Managers will need to comply with the Investment Advisers Act of 1940 ("Advisers Act"). It is the obligation of the Manager to make this determination on their own and take appropriate actions to comply with the Advisers Act if and as necessary.

The creation of the DAO Application of Cryptocurrency Assets may subject the Manager and Project Application to registration requirements under the Securities Act of 1933 ("Securities Act") and the Investment Company Act of 1940 ("Investment Company Act"). It is the obligation of the Manager to make this determination on their own and take appropriate actions to comply with the Securities Act and Investment Company Act if and as necessary.

Access to the Site

Access to the Site is provided "AS IS" and on an "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, because of a fault, an error, or unforeseen circumstances, or because we are carrying out planned maintenance.

We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire and/or to terminate your access to and use of the Site at any time and in our sole and absolute discretion.

We may remove or amend the content of the Site at any time. Some of the content may be out of date at any given time and we are under no obligation to update it.

We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site.

As a condition to accessing or using the Site, you will:

only use the Site in accordance with these Terms;

ensure that all information that you provide on the Site is current, complete, and accurate;

ensure compliance with all U.S. securities laws; and

maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

As a condition to accessing or using the Site, you will not:

violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;

export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;

infringe on or misappropriate any contract, intellectual property, or other third-party right, or commit a tort while using the Site;

make commercial use of the Site or any of its content without our express written permission;

misrepresent the truthfulness, sourcing, or reliability of any content on the Site;

use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as 'phishing');

use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the DAO protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DAO protocol in any manner;

attempt to circumvent any content filtering techniques or security measures that DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;

use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;

introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism, or other harmful material into the Site;

post content or communications on the Site that are, in our sole and absolute

discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;

post content on the Site containing unsolicited promotions, commercial messages, or any chain messages or user content designed to deceive or trick the user of the Site; or

encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

That any Smart Contracts you interact with are entirely your own responsibility and liability, and that DAO is not party to the Smart Contracts;

That at any time, your access to your Cryptocurrency Assets may be suspended or terminated, or that there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to complete a Smart Contract; and

That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.

Accordingly, you expressly agree that:

You assume all risks in connection with your access and use of the Site, the DAO Application and the Smart Contracts; and

You expressly release the DAO, our contributors, members, and affiliates, and hold them harmless from and against, any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential, indirect, punitive and exemplary damages, including but not limited to economic loss, business disruption, and/or attorney' s fees) arising from or in any way related to the Site, the Application, and/or the Smart Contracts. You expressly waive all such claims against the Releases.

Securities Law Matters

ANY GOVERNANCE TOKENS RECEIVED BY MEMBERS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR UPON THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

ANY GOVERNANCE TOKENS THAT YOU MAY ACQUIRE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THE DAO'S POSITION IS THAT THE DAO'S GOVERNANCE TOKENS SHOULD NOT BE REGISTERED AS THE PURPOSE OF THE DAO IS TO PROVIDE A BLOCKCHAIN NATIVE ACCOUNTING APPLICATION.

THE DAO'S GOVERNANCE TOKENS PROVIDE NO RIGHTS TO ANY DISTRIBUTION OR PROFITS, AND ARE NON-TRANSFERABLE EXCEPT AS DETAILED IN THE TERMS OF USE.

OFAC Compliance

The U.S. Department of Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations, or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. By using the Site, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If the DAO determines that the Site is being used by prohibited persons, it will take any and all actions to terminate that User' s access to the Site.

Third Party Links

The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material, or information contained in them. The display of any hyperlink and/or the reference to any third-party website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

The Verbose Privacy Policy

Certain areas of the Site or Application (including any and all interactions with the

Ethereum blockchain) record your Cryptocurrency address and details of the transactions you authorize. You understand that in the aggregate of transactions, including parties you transact with and specific Cryptocurrency Assets you hold, including unique ENS Domain NFTs, third party NFTs (such as a pixelized image of an anthropomorphic banana), the Cryptocurrency address, metadata associated with any Smart Contract such as the executing function, its arguments (or parameters) will contain, in aggregate, information which may personally identify you.

The Ethereum blockchain transactions are not temporary or transient, but permanently and permissionlessly accessible. The DAO and the DAO's Application, contributors, and affiliates are not engaged in profiling activities whatsoever. However, any other 3rd party, including government agencies and foreign adversaries, will have unfettered access to all your transactions on the Ethereum blockchain forever.

Your authorization of transactions with your Cryptocurrency address and your Cryptocurrency Token use will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application handles as little personal information as possible, including your Cryptographic address.

Additionally, the Application employs Fathom Analytics for website traffic analytics, which doesn't use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to use this privacy-friendly analytics software was made, in large part, to ensure that your IP address is only briefly processed by this

3rd party, and to ensure that the DAO and the Application have no way of identifying you (aside from the aforementioned indelible history of Cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of the DAO using Fathom Analytics is to understand the Application website traffic in the most privacy-friendly way possible so that the DAO can continually improve the Application. The lawful basis as per the GDPR is "Article 6(1)(f); where our legitimate interests are to improve our website and business continually." Additionally, the DAO and its contributors have no interest in collecting this information.

We also use Hotjar in order to better understand our users' needs and to optimize this service and experience. Hotjar is a technology service that helps us better understand our users' experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf.

Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER THE DAO NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, ATTORNEYS, THIRD-PARTY PROVIDERS, DISTRIBUTORS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "DAO PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, BUG-FREE, OR ERROR-FREE, AND NONE OF THE COMPANY PARTIES WARRANT THAT SMART CONTRACTS ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, AND/OR TORT (INCLUDING NEGLIGENCE). THE DAO

PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DAO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DAO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF THE DAO PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID THE DAO DIRECTLY OR THE PERCENTAGE OF THE PROTOCOL FEE PAID TO THE DAO ARISING FROM YOUR CONTRIBUTION TO A PROJECT IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

As scoped, the extent of liability is bound to any payments made to the DAO or the

percentage of the Member project contribution which the DAO received within the thirty (30) preceding days. i.e. On a contribution of 1 ETH (1 ETH/\$1000.00) to the DAO directly, the liability cap would be \$1,000,00 or 1 ETH, so long as the contribution occurred within the prior thirty (30) days. Alternatively, a contribution to a project with the same amount above, 1 ETH, so long as the funds were transferred from the Application to the Project's external Cryptographic address, and in doing so, incurred the DAO protocol fee of 2.5%, the DAO's liability cap would be \$25.00, so long as the aforementioned transfer occurred within the prior thirty (30) days.

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs, and platform in order to access the Site. You should use your own virus protection software. We cannot promise that the use of the Site, or any content taken from the Site, will not infringe the rights of any third party.

Certain content and materials available the Site are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Site do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities, or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such

decision.

Nothing included in the Site constitutes an offer or solicitation to sell, or to make distributions of, investments and related services by the DAO to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask. MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE

AT <https://metamask.io/terms.html> AND <https://metamask.io/privacy.html>.

Indemnification

You agree to defend, indemnify, and hold harmless the DAO and its members, affiliates, contributors, service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs,

expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or the failure to fulfill any obligations relating to the use of the Site incurred by you or any other person or entity using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such an event, you shall provide us with such cooperation as is reasonably requested by us, including, without limitation, disclosure of documents and providing testimony.

Arbitration

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy, or claim arising under or related to your account, the DAO protocol or Application, the Site, these Terms, or any other transaction involving you and the DAO, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation, or validity thereof) ("Dispute"), you and the DAO agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one party to the other. You should send your notice to the # | general Discord channel available at <https://discord.gg/CreateFun> or send your notice via a <https://chat.blockscan.com/> message addressed to the Gnosis multi-signature address 0xAF28bcB48C40dBC86f52D459A6562F658fc94B1e ("Notice Address"). The DAO will send its notice to the Discord handle provided by you in connection

with the aforementioned notice or to the Cryptographic address used in connection with the Application via the aforementioned <https://chat.blockscan.com/>.

Binding Arbitration. If you and the DAO are unable to resolve a Dispute through informal negotiations, either you or the DAO may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative, or consolidated action or proceeding. In such event, these Terms memorialize a transaction in interstate commerce; (i) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section; and (ii) this Section shall survive termination of these Terms.

Any election to arbitrate by one party shall be final and binding on the other, and your grounds for appeal are limited. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website. The

determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the DAO may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief,

whether legal or equitable in nature, including specific performance.

Restrictions/No Class Actions. You and the DAO agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between the DAO and you individually, and that you may not assert any such claim against the DAO as plaintiff or class member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and the DAO is to be arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site, or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Arbitration section will be null and void.

Exceptions to Informal Negotiations and Arbitration. You and the DAO agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the DAO' s intellectual property rights; and (2) any claim for injunctive relief.

Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if the DAO changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic message to the aforementioned Notice Address via <https://chat.blockscan.com/>)

within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of the DAO's email to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the DAO in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

Governing Law

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the internal laws of the United States and the State of Delaware governing contracts entered into and to be fully performed in Delaware (i.e. without regard to conflict of law's provisions) regardless of your location except that the Arbitration section above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in Georgetown, Delaware, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in the books and records of

the DAO, or if no such address has been provided, by email to the email address, or by notice via Discord, or by the aforementioned chat to the Notice Address provided by the relevant party to the DAO in connection with its use of the Site. With respect to any Disputes not subject to informal dispute resolution or arbitration (as set forth above), you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in Georgetown, Delaware, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and Federal courts located in Georgetown, Delaware. To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

General

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power, or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power, or remedy arising under these terms and conditions or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

The DAO shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a "force majeure event"), which causes the DAO to be unable to perform its obligations under these Terms, and which it has been unable to overcome by the exercise of its due diligence, provided that the DAO shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such force majeure event, and shall resume performance as quickly as reasonably possible.

All disclaimers, indemnities, and exclusions in these Terms shall survive the termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, the DAO, and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications, or agreements (written or oral) made between you or us.

Contacting Us

Should you have any question about these Terms or wish to contact us for any

reason whatsoever, please do so by sending a message to the DAO's public Discord channels or by filling out the contact form