

TOKEN ENGINEERING COMMONS CONTENT OWNERSHIP AGREEMENT

This Content Ownership Agreement (the “**Agreement**”) is entered into between the organization known as **TOKEN ENGINEERING COMMONS (“TEC”)**, which resides on the Gnosis Chain, and its contributors (the “**Contributor**”). TEC and the Contributor agree as follows:

1. Definitions.

Content. Shall mean any work of authorship, creative works, graphics, images, textures, photos, logos, video, audio, text and interactive features, submitted by the Contributor. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to TEC through any of their used personal or third parties applications, including but not limited to Discord, Telegram, Github, Zenhub, TEC Garden, Snapshot.

Intellectual Property Rights. Shall mean rights in, arising out of, or associated with intellectual property in any jurisdiction, including without limitation rights in or arising out of, or associated with (1) copyrights, mask work rights, and other rights in published and unpublished works of authorship, including without limitation computer programs, databases, graphics, user interfaces, and similar works; (2) patents, design rights, and other rights in inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes; (3) trademarks, service marks, trade dress and other logos and similar indications of origin of, or association with, a group, business, good, product, or service; (4) trade secrets and other information that is not generally known or readily ascertainable by third parties through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, source code, methods, processes, programs, prototypes, systems, and techniques; (5) a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity; (6) attribution and integrity and other so-called moral rights of an author; (7) internet domain names; (8) data and databases; and (9) similar proprietary rights arising under the laws of any jurisdiction.

Contributor. Shall mean any individual or Legal Entity on behalf of whom a Contribution of Content has been received by TEC. Contributors may receive

retribution for their contributions but users of the community who have voluntarily contributed with Content to TEC, but have not received any economic retribution shall also be considered as Contributors by this Agreement.

2. Prohibited Content.

The Contributor compromises not to include the following in their submissions:

- a. Content involving illegality, such as piracy, criminal activity, terrorism, obscenity, child pornography, gambling and illegal drug use.
- b. Content infringing third party Intellectual Property Rights.
- c. Cruel or hateful Content that could harm, harass, promote or condone violence against, or that is primarily intended to incite hatred of, animals, or individuals or groups based on race or ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity.
- d. Content that is libelous, false, inaccurate, misleading, or invades another person's privacy.
- e. Content that breaches previous TEC agreements, such as [TEC Code of Conduct](#).

In case that any of the submitted content is considered Prohibited Content by the terms of this agreement, the content will be deleted and the contributor will be banned from TEC. TEC won't be held responsible of any Prohibited Content submitted by Contributors. Any legal action will proceed directly to Contributors.

3. Ownership.

The Contributor shall own all Intellectual Property and related rights to their submitted content. Notwithstanding the foregoing, the Contributor shall grant the DAO a free, nonexclusive license to use the creations and is not entitled to take them down from any TEC personal or third party applications after they have been submitted.

4. Open Source Software.

TEC is an open source software and therefore Contributors agree to be bound by, and comply with, any license agreement that applies to this open source software.

Unauthorized reproduction is prohibited. You shall not use or modify any of the trademarks, logos, designs, utility models or any other Intellectual Property protected asset, unless otherwise previously and expressly authorized in writing by the TEC or unless legally permitted by the applicable laws.

5. Relationship with TEC.

Each Contributor acts independently from TEC, acknowledges and agrees that this agreement does not constitute any form of joint venture, employment relationship or partnership agreement of any kind.

6. Dispute Resolution.

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by conflict resolution using Gravity and arbitration using Celeste.

TEC provides its own rules and procedures to manage conflicts, and they serve as the first layer to facilitate fast, easy to access Alternative Dispute Resolution to the Contributors and the issues that arise within the TEC.

Controversies that arise as a result of this Agreement will be solved as follows.

First through Gravity, providing the required information using the [Typeform](#). If any situation cannot be handled this way, it can escalate to an arbitration by using [Celeste](#) as an Arbitrator; the Contributors are responsible for the fees due to using Celeste as an Arbitrator.

Any resolution provided by Gravity may be used as evidence in Celeste's arbitration process.

All disputes are to be arbitrated in accordance with the above mechanisms rather than litigated. The signatories to this agreement are aware that by resorting to arbitration they are expressly waiving their rights to have their claims and defenses decided by any court or jury.

7. Limitation of Liability

As established in this Agreement, neither TEC nor its subsidiaries, affiliates and agencies, as well as its Stewards, members, stakeholders or representatives of any of the foregoing entities will be held liable to for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind.

8. Miscellaneous.

By submitting content to TEC you agree with the present Agreement that will be part of the [TEC HANDBOOK](#), which records all agreements and guidelines in TEC, all of which are of mandatory compliance to TEC Contributors.

Reviewed docs from TEC:

TEC Handbook: [TEC Handbook - TEC Handbook \(gitbook.io\)](#)

<https://github.com/CommonsBuild/tec-branding-assets/blob/main/LICENSE>

TEC Terms of Use [TEC Hatch Terms - Google Docs](#)

TEC Contributor Agreement [DRAFT - WG Contributor Agreement - Google Docs](#)

Terms and conditions for the bonding curve

[QmSYHg3Vthf8JGxHbDauWohy7aRKn3X2esHTWofVv4ei1A \(pinata.cloud\)](#)