

Terms of Service

This is a user interface (the “Interface”) that provides access to various blockchains (the “Blockchains”), which are all fully-decentralized protocols that no individual or corporate entity controls. The Interface also provides access to Decentralized Autonomous Organizations (the “DAOs”).

You must read this Agreement carefully. By accessing or using the Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Interface.

1. Modification of this Agreement

The operators of the Interface, the developers of the Blockchains, and the operators of all DAOs accessible through the Interface (collectively, the “Community”) reserve the right, in their sole discretion, to modify this Agreement from time to time. All modifications will be effective when they are posted, and your continued use of the Interface will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Interface.

2. Eligibility

To access or use the Interface, you represent that you are at least eighteen years old and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. You further represent that you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or where your use of the Interface would be illegal or otherwise violate any applicable law. You further represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access or use the Interface to conduct, promote, or otherwise facilitate any illegal activity.

3. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- Any Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

4. No Professional Advice

All information provided by the Interface is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Interface. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

5. No Warranties

The Interface is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, the Community disclaims any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of the Interface is at your own risk. The Community does not represent or warrant that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current; or that the Interface will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that the Community makes should be treated as creating any warranty concerning the Interface. The Community does not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

The Community has done its best to ensure that all software is secure and free of errors. However, for the avoidance of doubt, you acknowledge and agree that purchases and transfers of Bitcoin, Ethereum, Solana, the DESO cryptocurrency ("DESO"), all "DAO Coins," fiat currency, or any other currency (the "Currencies"), made using the Interface are at your own risk, and that if any errors, defects, viruses, or other harmful elements result in the loss of any Currencies, the Community cannot be held responsible or liable. You further release any and all claim to any Currencies deposited into the Interface once said Currencies have been successfully deposited. A deposit of Currencies is considered complete once the deposit transaction has been mined into a block on the relevant Blockchain or, in the case of fiat, once a confirmation has been shown to the user. For the avoidance of doubt, **any Currencies that you deposit into the Interface are no longer your property once the deposit transaction is complete.**

You further acknowledge that deposits, conversions, and transfers of Currencies are executed through a fully-decentralized transaction with the relevant Blockchain, and that there is no centralized issuer of any currency, and therefore no counter-party for such transactions.

6. Irrecoverable Funds

Although the Community can generally be expected to do everything in its power to ensure that funds are never irrecoverably lost, and although the Community has multiple redundant processes in-place to ensure that funds are never irrecoverably lost, **by using the Interface you agree that you will not hold the Community responsible in the event that funds are rendered permanently lost or irrecoverable, irrespective of whether the error was caused by you or the Community.**

To provide a concrete example that should ideally never occur in practice, if Bitcoin were hypothetically deposited into the Interface in such a way that the address where the Bitcoin went were no longer accessible to the Community (perhaps due to user error), the Community would not be obligated to return said Bitcoin, nor would it be obligated to return an equal amount of output currency.

For the avoidance of doubt, funds that you deposit into the Interface are no longer your property, and the obligation of the Interface to return an output currency exists only in the event that your deposit is accessible to the Community, and ceases to exist in the event that that funds are rendered either permanently lost or irrecoverable, irrespective of whether the error was caused by you or the Community.

7. Consumptive Use

When you purchase or otherwise acquire any Currencies using the Interface, you represent, warrant and agree that:

- (i) you are acquiring all Currencies solely for consumptive use in connection with the relevant Blockchain and not for distribution;
- (ii) you are not acquiring Currencies as an investment and you have no expectation of economic benefit or profit as a holder of Currencies;
- (iii) you are acquiring Currencies for your own use and not with a view to sell the Currencies to anyone else;
- (iv) you are not acquiring any equity or other ownership or legal interest in the Currencies, the Interface or the Blockchains by virtue of owning Currencies;
- (v) you will not portray Currencies as an investment or an opportunity to obtain an economic benefit or profit;
- (vi) you have an adequate understanding of the functionality and characteristics of Currencies and the differences between Currencies and other currencies;
- (vii) your purchase and use of Currencies complies with applicable laws and regulations in your jurisdiction, including, without limitation, legal capacity, regulatory restrictions and governmental consents; and
- (viii) you will not use Currencies for any illegal purpose within or outside of the Blockchains or the Interface.
- (ix) you agree that none of the contributions made through the Interface constitute investments of money, and that any statements by you or others stating otherwise are superseded by this agreement.

(x) you agree that, even if profit does arise via your use of the Interface, you have absolutely no *expectation* of profit from any contribution made through the Interface, and you agree that any statements made by you or others stating otherwise are superseded by this agreement.

(xi) you agree that you are not relying on the efforts of any promoter or third party in any way whatsoever for any reason whatsoever, and you agree that any statements made by you or others stating otherwise are superseded by this agreement.

8. No Fiduciary Duties

This Agreement is not intended to, and does not, create or impose any fiduciary duties on the Community. To the fullest extent permitted by law, you acknowledge and agree that the Community owes no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that the Community owes you are those set out expressly in this Agreement.

9. Compliance Obligations

By accessing or using the Interface, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You may not use the Interface if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or if your use of the Interface would be illegal or otherwise violate any applicable law.

10. Assumption of Risk

By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of the Currencies and other digital tokens. You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge the risk that your digital assets may lose some or all of their value. You further acknowledge that the Community is not responsible for any of these variables or risks, does not own or control the Blockchains, and cannot be held liable for any resulting losses that you experience while accessing or using the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface and interacting with the Blockchains.

11. Third-Party Resources and Promotions

The Interface may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that the Community does not own or control.

In addition, third parties may offer promotions related to your access and use of the Interface. The Community does not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve the Community of any and all liability arising from your use of any such resources or participation in any such promotions.

12. Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Interface and your interaction with the Blockchain. You further expressly waive and release the Community from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Interface and your interaction with the Blockchain. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

13. Indemnity

You agree to hold harmless, release, defend, and indemnify the Community from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Interface; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party’s access and use of the Interface with your assistance or using any device or account that you own or control.

14. Limitation of Liability

Under no circumstances shall the Community be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the Interface, nor will the Community be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Interface or the information contained within it. The Community assumes no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Interface; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall the Community be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs. This limitation of

liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if the Community has been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

15. Dispute Resolution

The Community will use its best efforts to resolve any potential disputes through informal, good faith negotiations. If the Community isn't able to reach an informal resolution within sixty days of contact, then you and the Community both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to the Community, this Agreement, or any other acts or omissions for which you may contend that the Community liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by binding arbitration. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, chosen solely by the Community. The arbitration will be held in the Republic of Seychelles unless you and the Community both agree to hold it elsewhere. Unless you and the Community agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16. Class Action and Jury Trial Waiver

You must bring any and all Disputes against the Community in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and the Community both agree to waive the right to demand a trial by jury.

17. Governing Law

You agree that the laws of the Republic of Seychelles, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and the Community. You further agree that the Community shall be deemed to be based solely in the Republic of Seychelles, and that although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Republic of Seychelles. You agree that the Republic of Seychelles is the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

18. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

20. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.