

STACKERDAO LABS TERMS OF SERVICE
VERSION 1.0
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Please read these Terms of Service (“**Terms**”) carefully. The website located at stackerdaos.com (the “**Interface**,” the “**Site**,” or “**StackerDAOs**”), which provides a web-hosted user interface, is a copyrighted work belonging to StackerDAO Labs Inc. (“**Company**,” “**us**,” “**our**,” and “**we**”). The Interface provides access to decentralized protocols, which may be branded as a “**DAO**,” “**StackerDAO**,” “**Club**,” “**Team**,” or other brand name (collectively, the “**StackerDAO Operating System**”) on the Stacks blockchain (and potentially more blockchains in the future) and facilitates users to deploy and interact with blockchain software in order to manage networks, communities, or associations (an “**Organization**”). These terms apply to you (“**You**,” or “**User**”) as a user of StackerDAOs and the StackerDAO Operating System interface, including all the products, services, tools, and information made available on StackerDAOs. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

PLEASE BE AWARE THAT SECTION 11.2 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF YOUR ACCEPTANCE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. STACKERDAO LABS SERVICES

1.1. **StackerDAOs.** StackerDAOs provides access to a decentralized application on the Stacks blockchain that allows individuals to use blockchain software (“**Smart Contracts**”) for an Organization’s vote collection and to enable the Organization to perform blockchain actions, including, but not limited to, managing its digital assets, managing other smart contracts, interacting with other smart contracts, and keeping blockchain records of its non-blockchain actions.

1.2. **Transaction Fees.** Using the StackerDAO Operating System may require that you pay a fee to perform a transaction, such as gas charges on the Stacks blockchain. You acknowledge and agree that StackerDAO Labs has no control over any transactions among Users over the StackerDAO Operating System, the method of payment of such transactions or any actual payments of such transactions. Therefore, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your StackerDAO Operating System-compatible wallet address (“**Cryptocurrency Wallet**”) to complete any such transaction on the StackerDAO Operating System or the Stacks blockchain before initiating such transaction.

1.3. **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your

Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1. **License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

2.2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3. **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.4. **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

2.5. **Assumption of Risk.** You agree and acknowledge that the use of the Services is made solely at your own risk and responsibility and that StackerDAO Labs bears no responsibility or liability for your use of the Services including, without limitation, for any harm, loss, or damages arising from incorrect use of the Services, including constructed transactions, network and technical failures, unauthorized access to any user wallets, legal and regulatory matters and consequences, or fraud conducted by third parties.

2.6. **Lawful Use.** You agree and acknowledge that you will not use the Services (i) in a manner that violates any applicable law or regulation; (ii) to fund terrorism or other criminal activity; (iii) to circumvent any export restrictions or economic sanctions; or (iv) to engage in unlawful money transmission, currency exchanging, or money laundering. Please note that you may not be eligible to use the services if you are restricted or prohibited by any applicable laws and regulations.

2.7. **Blockchain Technology.** The software underlying blockchain networks on which the StackerDAO Operating System is deployed, including, for example, the Stacks blockchain, is open source, which means that anyone can use, utilize, and build on top of it. By using the Services, you acknowledge and agree (i) that We are not responsible for the operation of the blockchain-based software and networks underlying the StackerDAO Operating System, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks.”

2.8. **Not Legal, Financial, Tax, or Investment Advice.** None of the information, services, or materials that StackerDAOs offers constitute, nor are intended to constitute, legal, financial, tax, investment or any other kind of advice. You should not act or refrain from acting based on any information, services, or materials that StackerDAOs provides. All content on StackerDAOs, including links to sources on other sites, is information of a general nature and does not address the particular facts and circumstances of any specific user. We strongly suggest that you consult with your own legal, financial, tax, investment, and other advisors as to all legal, financial, tax, and investment-related questions you have.

2.9. **Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by Company or Company’s suppliers. stackerdaos.com is the uniform resource locator (“URL”) of StackerDAO Labs. You will not make use of this URL on any other

website or digital platform without Our prior consent. You agree not to monitor, use, or copy our web pages without Our prior consent. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. StackerDAO Labs reserves the ability to enforce its rights against any unauthorized use or reproduction.

2.10. **Feedback.** If you provide Company with any feedback or suggestions regarding the Site (“**Feedback**”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3. **RISKS ASSOCIATED WITH THE USE OF SERVICES**

3.1. **Overview.** There are certain risks, associated with the use of the Services, as well as purchasing, owning and using digital assets, including fungible tokens and non-fungible tokens (collectively, “**Tokens**”), for the provision or receipt of Services.

3.2. **Tokens.** StackerDAO Labs makes no representations as to the risks involved, including financial, investment, and legal risks, or as to any potential tax implications with any Tokens that are used to access features on StackerDAOs or receive Services.

3.3. **Blockchain.** Transactions on the StackerDAO Operating System rely on smart contracts stored on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of cryptoassets, their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with the StackerDAO Operating System. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

3.4. **Deposits.** Any funds or digital assets that You transfer into (i) the StackerDAO Operating System using StackerDAOs, another interface to interact with the StackerDAO Operating System, or any other means; or (ii) any other smart contract using StackerDAOs, may never be returned to You or may be lost forever due to (a) an Organization refusing or being unable to return Your funds or digital assets; (b) smart contract bugs; or (c) an error in the recipient’s smart contract or wallet address. StackerDAO Labs is not responsible for any loss of funds or digital assets that You deposit into (1) the StackerDAO Operating System using StackerDAOs, an alternative interface, or by any other means, or any other smart contract using StackerDAOs, regardless of the reason for the loss of funds or digital assets.

3.5. **Immutability.** One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and cryptoassets generated and programmed by smart contracts. **THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF CRYPTOASSETS AND DATA PROGRAMMED INTO THESE ASSETS (SUCH AS REVENUE AND INTEREST ALLOCATIONS), MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.**

3.6. **Lost Access Credentials.** StackerDAO Labs is not responsible for for any losses, costs or expenses relating to lost access credentials. You acknowledge that any Tokens that are transferred by blockchain transaction using Services, including Your own Tokens, are irreversible may not be able to be returned to You or its initial location. StackerDAO Labs is not responsible if any amount of Tokens is sent, including from User, to an incompatible wallet or Smart Contract in the StackerDAO Operating System resulting in “lost” tokens that cannot be withdrawn or transferred. StackerDAO Labs is not responsible if

any DAO using the StackerDAO Operating System fails to return any amount of Tokens inadvertently sent to its Smart Contracts.

3.7. **Taxes.** You acknowledge that Your involvement with an Organization through StackerDAOs and the StackerDAO Operating System may make you responsible for the Organization's taxes, if applicable. You acknowledge that it is your responsibility, and not StackerDAO Labs', to determine whether You are responsible for any taxes in any jurisdiction as a result of your use of StackerDAOs and the StackerDAO Operating System and that determining what, if any, taxes apply due to Your actions from using StackerDAOs and the StackerDAO Operating System is your sole responsibility. It is also your entire responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. StackerDAO Labs is not responsible for withholding, collecting, reporting, or remitting any income, sales, use, value added, or similar tax arising from your use of Services, StackerDAOs, or the StackerDAO Operating System. Blockchain-based transactions are novel, and their tax treatment is uncertain.

3.8. **Beta Services.** StackerDAOs may offer services and features that are still in "beta" ("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 issues. You assume all risks and costs Associated with your use of the Beta Services, including, without limitation, any Internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, any any damage to equipment, software, information or data. In addition, we are not required to provide any maintenance, technical, or other support for the Beta Services.

4. **USER CONTENT**

4.1. **User Content.** "User Content" means any and all information and content that a user submits to, or uses with, the Site (e.g., any text uploaded to the Site or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 4.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

4.2. **License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

4.3. **Acceptable Use Policy.** The following terms constitute our "Acceptable Use Policy":

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain

letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

4.4. **Enforcement.** We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

5. **INDEMNIFICATION.** You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. **THIRD-PARTY LINKS; OTHER USERS**

6.1. **Third-Party Links.** The Site may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and Company is not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

6.2. **Other Users.** Each Site user is solely responsible for any and all of its own User Content. Since we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

6.3. **Release.** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO

CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

7. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. TERM AND TERMINATION. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including any User Content you have submitted) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms your right to access and use the Site will terminate immediately. You understand that any termination may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.10, Section 4 and Sections 5 through 11.

10. AML/OFAC COMPLIANCE. The United States Office of Foreign Assets Control (“OFAC”) prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries and

certain individuals, organizations, or entities, including without limitation, certain “Specially Designated Nationals” listed by OFAC. If you use StackerDAOs, you expressly represent that you are not located in a sanctioned country and are not a Specially Designated National. If StackerDAO Labs determines that StackerDAOs is being used in a manner that violates OFAC’s rules and regulations, it will take any and all actions to eliminate the violation, including terminating a prohibited person’s access to StackerDAOs.

11. GENERAL

11.1. **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.2. **Dispute Resolution.** *Please read this Section 11.2 (sometimes referred to herein as this “Arbitration Agreement”) carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION, A CLASS ACTION WAIVER, AND AN EQUITABLE RELIEF WAIVER.*

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may commence a legal proceeding against Us of any kind, including an arbitration as set forth below, You and We agree that We will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a “Dispute” and, collectively, “Disputes”) by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written Notice of Dispute (“Notice”) to the other party describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent electronically to: support@stackerdaos.com. After the Notice is received, the party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

You may choose to have the arbitration conducted by telephone or electronic video conference, based on written submissions, or in person in New York, New York, unless You and We both agree to hold it elsewhere. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(e) **Waiver of Jury Trial.** YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.2(a) (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(f) **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Texas. All other disputes, claims, or requests for relief shall be arbitrated.

(g) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@stackerdaos.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your email address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(h) **Severability.** Except as provided in Section 11.2(f) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(i) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Company.

(j) **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Company at the following address: support@stackerdaos.com.

(k) **Waiver of Injunctive or Other Equitable Relief.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICES, OR ANY OTHER WEBSITE, APPLICATION, CONTENT, SUBMISSION, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ANY STACKERDAO LABS INDEMNIFIED PARTY.

(l) **Assignment.** The Agreement (including, without limitation, these Terms) may be assigned without your prior consent to any StackerDAO Labs Indemnified Party, or to its successors in the interest of any business associated with the Services provided by us. You may not assign or transfer any rights or obligations under the Agreement without our prior written consent.

(m) **Governing Law.** You agree that, regardless of your location, the internal laws of the United States and the laws of the State of New York, without regard to principles of conflict of laws, govern these Terms, this Agreement, all aspects of your use of Site, and any Dispute between You and Us. You further agree that the Interface shall be deemed to be based solely in the State of Texas, 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 State of Texas. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that the federal and state courts of New York County, New York are the proper forum for any appeals of an arbitration award, to enforce an arbitration award, to compel arbitration, or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable. 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 other than in the state and Federal courts located in New York, New York, 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 New York, New York.

11.3. **Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

11.4. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

11.5. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

11.6. **Copyright/Trademark Information.** Copyright © 2022 StackerDAO Labs Inc. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

11.7. **Contact Information:**

Name: StackerDAO Labs Legal

Email: support@stackerdaos.com