

## **TERMS OF SERVICE**

### **ACCEPTANCE OF TERMS**

BY ACCESSING THIS DONATION SERVICE, YOU (REFERRED HEREIN AS “YOU”, OR “YOUR”) AGREE TO BOTH JUSTICE DAO (“JUSTICEDAO”, WE”, “US”, OR “OUR”) TERMS OF SERVICE (“TERMS OR SERVICE”, “ToS”, OR “AGREEMENT”) AND THE PRIVACY POLICY RELATED TO YOUR USE OF THE DONATION SERVICE AS DEFINED BELOW.

Justice DAO reserves the right to update these ToS at any time without notice to You. Your continued use of the Service after the posting of an updated version of the ToS constitutes an acceptance of the updated ToS. If you do not agree with any modification to the ToS, You must immediately stop accessing and terminate Your use of the Service.

Justice DAO shall have the right at any time to change or discontinue any aspect or feature of the Service, including, but not limited to, content, access, or use.

### **ELIGIBILITY**

You represent and warrant that You are at least the age of majority in Your state of residence, that You can enter into a legally binding agreement and that You reside in a jurisdiction where Your use of the Justice DAO Donation Service is lawful under all applicable laws. If You are not a United States Person (as defined by Section 7701(a)(30) of the U.S. Tax Code) You represent You have satisfied Yourself as to the full observance of the laws of Your jurisdiction in connection with any access or use of the Services including the legal requirements within Your jurisdiction for the use of the Services or the tax consequences, if any, that may be relevant to utilizing the Services. You further represent that you are not (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States.

Your right to use the Justice DAO Donation Service is conditioned upon Your acceptance and compliance with this Agreement. If You do not agree to be bound by the terms and conditions set forth in these Terms of Service, You are not authorized to use the Justice DAO Donation Service and You agree to immediately discontinue any access to or use of the Justice DAO Donation Service.

### **ELECTRONIC INFORMED CONSENT**

Justice DAO may, from time to time, ask You to accept this Agreement, along with other online agreements and disclosures. By providing Your acceptance, You will be providing Your electronic informed consent that will affirm:

- You understand and intend that these Terms of Service comprise a legally binding agreement and are equivalent to a signed, written contract; and
- You will use the Justice DAO Donation Service in a manner consistent with applicable laws and regulations, and in accordance with the terms and conditions of these Terms of Service and any other applicable rules, guidelines or other conditions that govern the use of a particular service or site.
- You are authorized to use the Services and agree to these Terms of Service.

### **THE JUSTICE DAO DONATION SERVICE**

Justice DAO provides a front-end user tool to facilitate contribution of funds for the legal defense of the developers of Tornado Cash (“TC”) in response to the sanctions imposed against TC by the U.S. Treasury’s Office of Foreign Assets Control (“OFAC”), the criminal trial of Alexey Pertsev in the Netherlands, the arrest of Roman Storm in the United States, and related legal matters.

The Services are subject to these Terms of Service that cover all use of the Justice DAO Donation Service, regardless of how the Justice DAO Donation Service is accessed, and regardless of which device is used for access.

## **OUR ROLE**

We do not control or operate or bear any responsibility for any underlying blockchain, decentralized storage solution, or distributed ledger network associated with any transactions You may submit through the Site. You should examine by Yourself, either independently or together with the professional advisors, the quality, accuracy, and suitability of the Site for Your needs and decide whether You should use and/or rely on the Donation Service.

We are not a wallet provider, exchange, broker, financial institution, money services business, escrow agent, or creditor. We do not have custody or control over the digital assets or blockchains you are interacting with, and We do not execute or effectuate purchases, transfers, or sales of digital assets. We do not have custody of, and do not control or manage in any way, the funds on the underlying blockchain. To use our Site, You must use a third-party wallet which allows You to engage in transactions on blockchains. Please review the “Accessing the Services” section of these Terms of Service for important information on maintaining control of your wallet and other requirements applicable to Your use of a digital wallet to access the Services.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of wallets You interact with using the Services. We do not make any representations or warranties about the third-party content visible through the Site.

We are not acting as your financial, legal, or tax advisor or other advisory role and You must not regard us as acting in that capacity. You should consult your own independent professional advisors before entering into any transaction and enter into a transaction only if you fully understand its nature, the contractual relationship into which You are entering, all relevant terms and conditions, and the nature and extent of Your exposure to loss.

## **ACCESSING THE SERVICES**

By connecting your third-party wallet to the Site and using it in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. You are solely responsible for ensuring that any passwords, email recovery methods, private keys, seed phrases, and other credentials (collectively, “Access Methods”) are known to and used only by You.

You are responsible for anything that occurs when anyone is signed into your account, as well as the security of the account and your wallet and assume all responsibility for keeping access methods secret and will be solely responsible for all acts or omissions of any person using the Services through your Access Methods. In JusticeDAO’s sole discretion, it may terminate, revoke, suspend, modify or change any or all of Your Access Methods at any time with or without prior notice in furtherance of these Terms of Service.

Your access and use of the Site may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Site or other actions that we, in our sole discretion, may elect to take.

## **AVAILABILITY**

Justice DAO does not represent that the Justice DAO Donation Service will be available without interruption or for any particular duration, and shall not be responsible for any losses, damages, costs, expenses, lost opportunities, or other harm suffered by You in connection with interruption or termination of the Justice DAO Donation Service. YOU SHOULD READ THE SECTIONS “DISCLAIMER” AND “LIMITATION OF LIABILITY” IN THESE

TERMS OF SERVICE, WHICH INCLUDES LIMITATIONS ON JUSTICE DAO'S POTENTIAL LIABILITY FOR ANY SUCH SERVICE INTERRUPTIONS.

### **ACKNOWLEDGMENT OF RISK**

You acknowledge that the underlying blockchain technologies involved in using the Justice DAO Donation Service are novel, technically complex, and involve inherent risks. You bear all risk of loss from Your use of the Justice DAO Donation Service. Justice DAO shall have no liability for fluctuations in the value of any cryptocurrency, transaction, or any bundle of transactions, whether requested or provided.

You acknowledge that Justice DAO is constantly improving its security measures against security breaches that might result in the loss of data. In such a case, Justice DAO and its third-party partners responsible for the operation of the Justice DAO Donation Service or software shall not be liable to users for any damaged caused.

You acknowledge 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 and accept that the cost and speed of transacting with distributed ledger and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time.

You acknowledge that the Justice DAO Donation Service involves novel technological innovations aimed at facilitating more efficient bundling and processing of transactions on blockchain-based systems. Results depend on a multiplicity of factors. Therefore, the outcomes cannot be predicted, and no representations or warranties are made with respect to the Justice DAO Donation Service. YOU UNDERSTAND AND HEREBY ACKNOWLEDGE THAT OUTCOMES ARE NOT GUARANTEED.

You acknowledge that we are not responsible for any of these variables or risks, do not own or control any of the digital assets or the underlying blockchains involved in transactions submitted using the Services, and cannot be held liable for any resulting losses that you experience while accessing or using the Service including, without limitation, losses, damages or costs that may be incurred as a result of errors made by , or the failure of, the software or equipment that You use to access the Services.

By accepting these Terms and using the Justice DAO Donation Service, You represent that you have the technical and financial knowledge, experience, sophistication and wherewithal to understand and undertake these risks.

### **USE OF THE JUSTICE DAO DONATION SERVICE**

You agree to use the Justice DAO Donation Service for lawful purposes only, and solely in a manner consistent with the intent of Justice DAO as described in these Terms of Service. Further, You agree that (i) Your use of the Services will at all times comply with all applicable, (ii) You shall cooperate with Justice DAO and assist in complying with all applicable law, and (iii) You will utilize the Services solely on Your own behalf.

You agree that You will not:

- Engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or that involves proceeds of any unlawful activity.
- Engage in any activity that poses a threat to us or the Site, for example by distributing a virus or other harmful code, or through unauthorized access to the Site or other Users' accounts.
- Interfere with other Users' access to or use of the Site.
- Communicate with other Users for purposes of (1) communications relating to any proposed transaction which would be illegal under U.S. or other applicable law, or spam; (2) engaging in hate speech or harassing or abusing other Users; (3) interfering with transactions of other Users.
- Engage in any activity which operates to defraud us, other users, or any other person, including any activity on the Site or using the Services engaged in to fraudulently induce any proposed transaction which would be illegal under U.S. or other applicable law; or to provide any false, inaccurate, or misleading information to us.

- Utilize the Services or Site to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.
- (1) Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law; or (2) engage in any action that implies an untrue endorsement or affiliation with Justice DAO.
- Use a VPN or other means of connection which masks or falsely identifies its location to access or use the Service for the purposes of evading any applicable laws or regulations, accessing the Services from a barred jurisdiction, or otherwise in breach of these Terms of Service.
- Hyperlinks: you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to create a text hyperlink to the Site provided that such link does not portray us, our affiliates, or the Site in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any illegal materials, or other materials that may be considered offensive, harassing, or otherwise objectionable.
- Other Prohibitions: You agree not to engage in any copying, modification, or otherwise appropriation of the Site or any material owned by us as part of your use of the Site without express written permission from Justice DAO for the proposed copying, modification, or appropriation of the Site or material.

You understand and accept that We are not responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto (the “Taxes”), that apply to Your transactions. You agree that you are solely responsible for determining what, if any, Taxes apply to Your transactions and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities.

You shall be solely liable for any damage resulting from any unlawful, wrongful, deceitful or other act, or from infringement of copyrights, proprietary rights, or any other harm resulting from such an act. The foregoing provisions of this section are for the benefit of Justice DAO, its subsidiaries, affiliates, and agents (which term includes but is not limited to Justice DAO’s third-party service and content providers) and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Always use caution when giving out any personally identifiable information in any service. Justice DAO does not control or endorse the third-party content, messages, or information found in the Justice DAO Donation Service. Justice DAO disclaims any liability with regard to the Justice DAO Donation Service, and any actions resulting from Your participation in the Justice DAO Donation Service.

Justice DAO reserves the right to terminate Your access to the Justice DAO Donation Service at any time, without notice, for any reason whatsoever, and You agree that Justice DAO will not be liable to You or to any third party for any such termination, suspension, or modification of Your access to the Justice DAO Donation Service.

We reserve the right to otherwise restrict access to the Justice DAO Donation Service, without any reason or cause. This paragraph is applicable to all users, from time to time due to platform maintenance or other technical issues, or to certain users, such as users who violate these Terms of Service. In the event the Justice DAO Donation Service is permanently or temporarily terminated, Justice DAO shall re-start services at its sole discretion as to timing and as to approach; in such event no resumption of service is promised or warranted.

## **LICENSE GRANT FROM JUSTICE DAO**

Justice DAO hereby grants You a single, revocable, non-exclusive, non-transferable, non-sublicensable and limited license, personal to You, to access and use the Justice DAO Donation Service in accordance with this Terms of Service and applicable law. This license grant is conditioned on Your acceptance and adherence to these Terms of Service.

Justice DAO may provide certain portions of the Services under license from third parties, and You will comply with any applicable restrictions with respect to such third parties that Justice DAO may communicate to You from time to time upon prior notice.

You may not sell, rent, license, lease, or otherwise provide, directly or indirectly, the Services or any portion thereof to any third party. You shall not copy, modify, de-compile, reverse engineer or make derivative works of the Services or otherwise attempt to ascertain the design or any proprietary features thereof or the manner in which they operate. You acknowledge that all proprietary rights in the Services are owned by Justice DAO or by any applicable third party service providers selected by Justice DAO or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Services, except those specifically set forth in this Terms of Service. You shall not violate our proprietary rights in the Services and will honor and comply with our reasonable requests to protect us and our third party service providers' contractual, statutory and common law rights in the Services. If You become aware of any violation of Justice DAO's or our third party service providers' proprietary rights in the Services, You will promptly notify us in writing.

## **LICENSE GRANT TO JUSTICE DAO**

Unless otherwise agreed upon by You and Justice DAO, any communications or material of any kind that You e-mail, post, or otherwise transmit through the Justice DAO Donation Service, including transaction data, transaction bundles, text communications, comments, or suggestions (Your "Communications") will be treated as proprietary and confidential, to the extent not ultimately published to a public blockchain or other public record by virtue of the operation of such networks. You hereby grant Justice DAO a limited, non-exclusive license to use, adapt, or reproduce your Communications for purely internal purposes, such as improvement of the Service, so long as such activity does not result in public disclosure of Your information.

## **TAXES & FEES**

Justice DAO does not collect or deduct any taxes, levies, duties, or similar governmental assessments of any nature, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for determining whether any Taxes may apply to your use of the Justice DAO Donation Service, or any activity you undertake in connection with such use, and it is Your responsibility to report and remit the relevant Taxes to the appropriate taxing authorities. You agree that Justice DAO is not responsible for determining whether any Taxes apply, or the amount of any Taxes that may apply, to the Justice DAO Donation Service.

Note that Justice DAO is not responsible for any applicable gas or network transaction fees charged by the underlying network or blockchain. Further, You shall bear all risk and liability of any taxes imposed on You arising from activities relating to the Services.

## **NO INVESTMENT ADVICE OR RECOMMENDATIONS**

Nothing contained in the Justice DAO Donation Service or any other content on the Justice DAO website constitutes a solicitation, recommendation, endorsement, or offer by Justice DAO to buy or sell any digital assets, securities or financial instruments. You understand that Justice DAO is not the source of the pricing or other information that may be available on the Justice DAO donation platform and does not warrant its accuracy.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of the Justice DAO Donation Service before making any decisions based on information we provide to You, such as hashrates. In exchange for using the Justice DAO Donation Service, You agree not to hold Justice DAO, its employees or agents (including, without limitation, independent contractors or other service providers) liable for any possible claim for damages arising from any decision You make based on information made available to You through any of the Justice DAO Donation Service.

## **CERTAIN INFORMATION MADE AVAILABLE BY JUSTICE DAO**

We may make available to You certain public data and other information (including, without limitation, information derived from public blockchain records and Your own data inputs), including information that we obtain from our agents. Justice DAO makes this information available to You as a service for Your convenience; Justice DAO neither endorses nor approves any such information. Justice DAO neither (1) guarantees the accuracy, timeliness, or

completeness of any such information, nor (2) warrants any results from Your use or reliance on such information. You agree that You use any such information at Your own risk.

You agree that neither Justice DAO nor its agents (including, without limitation, independent contractors or other service providers) will be liable to You in any way for the termination, interruption, delay, or inaccuracy of any such information we provide to you. You agree that You will neither redistribute nor facilitate the redistribution of any such information, nor will You provide access to such information to anyone who is not authorized by Justice DAO to receive such information.

## **NON-CUSTODIAL AND NO FIDUCIARY DUTIES**

The service is a purely non-custodial application, meaning You are solely responsible for the custody of the cryptographic private keys to the digital asset wallets You hold. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, You acknowledge and agree that we owe 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 we owe you are those set out expressly in this Agreement. Nothing herein will constitute a partnership between or joint venture between You and Justice DAO, or make Justice DAO your agent.

## **DISCLAIMER**

YOU EXPRESSLY AGREE THAT THE USE OF THE JUSTICE DAO DONATION SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER JUSTICE DAO, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OR LICENSORS, WARRANT THAT THE JUSTICE DAO DONATION SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE JUSTICE DAO DONATION SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, MATERIALS, OR MERCHANDISE PROVIDED THROUGH THE JUSTICE DAO DONATION SERVICE. THE SERVICES ARE 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, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE BOTH (I) IMPLIED BY LAW AND (II) INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION, UNDER LAWS APPLICABLE TO THESE TERMS OF SERVICE.

YOU ACKNOWLEDGE THAT JUSTICE DAO IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS, AND THAT YOU ALONE ARE ASSUMING THE RISK OF INJURY FROM THE FOREGOING, TO THE FULLEST EXTENT OF THE LAW. JUSTICE DAO PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE JUSTICE DAO DONATION SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE JUSTICE DAO DONATION SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL JUSTICE DAO BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF YOU OR THE RELEVANT PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM LOSS FROM YOUR: (I) INABILITY TO USE, (II) USE, AND/OR (III) MISUSE OF, DATA; NOR SHALL JUSTICE DAO BE LIABLE FOR ANY LOSS OF PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE JUSTICE DAO DONATION SERVICE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE RELATED TO THE JUSTICE DAO DONATION SERVICE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL JUSTICE DAO, ITS AFFILIATES, ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, LICENSORS OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR PROVIDING THE JUSTICE DAO DONATION SERVICE OR THE SOFTWARE, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF THE JUSTICE DAO DONATION SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY JUSTICE DAO. JUSTICE DAO AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF JUSTICE DAO AND/OR ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE JUSTICE DAO DONATION SERVICE; (II) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (III) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE JUSTICE DAO DONATION SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANYONE ON THE JUSTICE DAO DONATION SERVICE; (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VII) ANY OTHER MATTER RELATING TO THE JUSTICE DAO DONATION SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD JUSTICE DAO RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE JUSTICE DAO DONATION SERVICE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND CLOSE YOUR ACCOUNT.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to You, and the respective liability of Justice DAO and its agents, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

IN THE EVENT THAT A COURT OR ARBITRATION PANEL, AS THE CASE MAY BE, SHOULD HOLD THAT THE LIMITATIONS OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS AGREEMENT, OR ANY PORTIONS THEREOF, ARE UNENFORCEABLE FOR ANY REASON, OR THAT ANY OF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL, THEN YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL, AGGREGATE LIABILITY OF JUSTICE DAO AND ITS AGENTS, EMPLOYEES, DISTRIBUTORS, AGENTS OR AFFILIATES, TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR ANY CAUSE WHATSOEVER, EXCEED THE FEES PAID BY CUSTOMER TO FPG UNDER THIS AGREEMENT DURING THE 12 MONTHS PERIOD PRECEDING THE

DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

### **LINKS TO THIRD-PARTY SITES**

Links found in the Justice DAO Donation Service may let you leave the hop services to enter other sites. You acknowledge that such linked sites are not under the control of Justice DAO, and Justice DAO is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Justice DAO is not responsible for webcasting or any other form of transmission received from any linked site. Justice DAO is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site by hop. Once you transfer to another site, you are subject to their terms of use, privacy policy and cookie policy, if any.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Justice DAO, its affiliates and their respective owners, members, directors, officers, employees and agents (the “Indemnified Parties”) from and against all costs and liabilities arising in connection with any breach or alleged breach of the Terms of Services by You or otherwise arising out of Your use of the Justice DAO Donation Service, save to the extent that the Indemnified Parties are expressly required to bear them under these Terms of Service or they arise because of the gross negligence, fraud or willful misconduct of the Indemnified Parties or their failure to comply with their obligations under this Terms of Service with respect to the given cost or liability. Additionally, You agree to defend, indemnify and hold harmless the Indemnified Parties arising out of Your violation of any applicable law or regulation.

### **TERMINATION**

Justice DAO may terminate the Justice DAO Donation Service at any time. Justice DAO shall have the right to immediately terminate Your access to the Justice DAO Donation Service in the event of any conduct by You that Justice DAO, in its sole discretion, considers to be unacceptable, or in the event of any breach by You of these Terms of Service.

### **PROPRIETARY RIGHTS**

We own all intellectual property and other rights related to the Justice DAO Donation Service and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs.

The terms Justice DAO Donation Service, along with any associated logos, are trademarks of Justice DAO and its subsidiaries, all rights reserved. All other trademarks appearing on the Justice DAO website or within the Justice DAO Donation Service are the property of their respective owners.

### **PRIVACY POLICY**

You acknowledge that Justice DAO may process personal data that You have provided or in the future provide to us related to You or to third parties in connection with the Justice DAO Donation Service. Therefore, You agree and warrant that: (i) Your disclosure to us of any personal data related to individuals other than You will be in accordance with all applicable data privacy laws; (ii) to access the Justice DAO Donation Service, You agree to our Privacy Policy and data security practices when you create an account to access the Justice DAO Donation Service and when you accept these Terms of Service. Our privacy and data security practices can be found by visiting our Privacy Policy at [\[hyperlink\]](#); (iii) if from time to time we provide You with an updated version of our Privacy Policy and data security practices, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

In connection with the Services, You agree to supply Justice DAO with all information in the form and manner and within the time as Justice DAO may reasonably request in writing or as otherwise required under this Agreement or applicable law concerning You and You agree that any information provided shall be accurate, current and complete



information in response. Justice DAO may share Your data in connection with compliance with any applicable law, regulation or investigation.

## **ASSIGNMENT**

Justice DAO may assign these Terms of Service without Your consent to (i) a subsidiary or affiliate; (ii) any successor in interest of any business associated with the Justice DAO Donation Service; or (iii) a successor by merger. In the event Justice DAO is acquired by or merged with a third-party entity, Justice DAO reserves the right to transfer or assign the information Justice DAO has collected from You as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under these Terms of Service without Justice DAO's approval. Any purported assignment by You in violation of this section shall be void.

## **CHOICE OF LAW**

These Terms of Service and any access to or use of the Justice DAO Donation Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or principles. If any provision of these Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

## **DISPUTE RESOLUTION**

All disputes of any nature related to these Terms of Service shall be determined by final and binding arbitration administered exclusively by JAMS Alternative Dispute Resolution, and shall be conducted consistent with the rules, regulations, and requirements of the Federal Arbitration Act using the procedural rules for the resolution of employment disputes of JAMS then in effect, and which shall take place Seattle, Washington. You agree to submit to the jurisdiction of the arbitrator(s) selected in accordance with JAMS rules and procedures, and hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above forum, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that these Terms of Service or the subject matter hereof may not be enforced in or by such forum.

The foregoing arbitration provisions shall not preclude either party from seeking an injunction or other provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the arbitral award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees of the prevailing party, for payment by the non-prevailing party, and shall determine the prevailing party for this purpose. The parties further agree that (i) any claims brought by either party must be brought in such party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, and (ii) the arbitrator may not (x) consolidate more than one person's claims, (y) otherwise preside over any form of a representative or class proceeding or (z) award class-wide relief, unless expressly permitted by Justice DAO in writing. BY AGREEING TO THESE TERMS OF SERVICE YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TERMS OF SERVICE OR THE SERVICES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

Notwithstanding the foregoing, nothing in this Terms of Service will be deemed to prevent Justice DAO from seeking, without the requirement of posting of a bond or other security, injunctive or other relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of law, confidentiality, intellectual property rights, or other proprietary rights.

#### **ENTIRE AGREEMENT**

These Terms of Service constitute the entire agreement between You and Justice DAO with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of the terms.