

TERMS OF USE

Last Updated: August 15, 2022

Please read these Terms of Use (the “**Terms**”) and our Privacy Policy (“**Privacy Policy**”) carefully because they govern your use of the website located at www.updao.app and the content and functionalities accessible via the Site (collectively, the “**Site**”) offered by United Planets DAO Foundation, a Cayman Islands foundation company limited by guarantee and without share capital (the “**Foundation**”).

The Foundation maintains the Site as a portal for information, news and updates about the decentralized autonomous organization known as United Planets DAO Foundation and further permits certain holders of the Tokens (as defined below) to participate in a decentralized voting system that oversees the function and governance of the Foundation. Further, and for the avoidance of doubt, the Foundation does not control the blockchain network on which the Tokens operate (the “**Protocol**”) and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or use of the Protocol. The Protocol is an open-source protocol that is maintained and processed by validators across the globe. “**Tokens**” means the cryptographic tokens identified by the following Ethereum smart contract address: 0x7dEB7Bce4d360Ebe68278dee6054b882aa62D19c.

1. **Agreement to Terms.** By using our Site, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Site.
2. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Site, for information on how we collect, use, and share your information.
3. **Changes to these Terms or the Site.** We may update the Terms from time to time at our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site. It’s important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Site anymore. We may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.
4. **Who May Use the Site?** You may use the Site only if you are 18 years or older and capable of forming a binding contract with the Foundation, and not otherwise barred from using the Site under applicable law. If you are at least 13 years old but under 18 years old, you may only use the dashboard with your parent or guardian’s approval and oversight. That person is responsible for your compliance with these Terms. It is prohibited to use our Service if you are under 13 years old.
5. **Feedback.** We value your feedback on the Site. By sending us feedback, such as improvements, creative ideas, designs, pitch portfolios, or other materials (collectively “Unsolicited Ideas”) you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import, and otherwise exploit in any manner or medium whatsoever known now or in the future your Unsolicited Ideas for any purpose, without compensation, restrictions, attribution or notice to you. We may currently be developing, have developed, or in the future will develop ideas or materials internally or receive ideas or materials from other parties that may be similar to Unsolicited Ideas. You also agree not to submit feedback or suggestions that you believe might be confidential or proprietary, to you or others.
6. **The Foundation’s Intellectual Property.** We may make available through the Site content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.
7. **General Prohibitions and the Foundation’s Enforcement Rights.** You agree not to do any of the following:

- A. Use, display, mirror, or frame the Site or any individual element within the Site, Site's name, any Foundation trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Foundation's express written consent;
- B. Access, tamper with, or use non-public areas of the Site, the Foundation's computer systems, or the technical delivery systems of the Foundation's third-party service providers;
- C. Attempt to probe, scan, or test the vulnerability of any the Foundation's system or network or breach any security or authentication measures;
- D. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Foundation or any of the Foundation's providers or any other third party (including another user) to protect the Site;
- E. Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by the Foundation or other generally available third-party web browsers;
- F. Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms, including advertisements, chain letters, or other solicitations through the Site, or use the Site to gather addresses or other personal data for commercial mailing lists or databases or e-mail distribution lists, newsgroups, or group mail aliases.
- G. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site;
- H. Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- I. Impersonate or misrepresent your affiliation with or endorsement by any person or entity;
- J. Violate any applicable law or regulation; or
- K. Encourage, enable or assist any other individual to do any of the foregoing.

The Foundation is not obligated to monitor access to or use of the Site or to review or edit any content. However, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. **Links to Third Party Websites or Resources.** The Site may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party resources.

9. **Termination.** We may suspend or terminate your access to and use of the Site at our sole discretion at any time and without notice to you. Upon any termination, discontinuation, or cancellation of these Terms or the Site, the following Sections will survive: Feedback, the Foundation's Intellectual Property, General Prohibitions and the Foundation's Enforcement Rights, Links to Third Party Websites or Resources, Termination, Warranty Disclaimers, Indemnity, Limit of Liability, Governing Law and Forum Choice, General Terms.

10. **Warranty Disclaimers.**

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warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Site. Any reliance you place on such information or content is strictly at your own risk.

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Your wallet, whether or not custodial, desktop, mobile, or “hot” or “cold” (*i.e.*, Metamask, Ledger, Fortmatic, etc.) will serve as account when using our Site. Your blockchain address functions as your identity on the Site. Your account on the Site (“Account”) will be associated with your blockchain address. Your Account on the Site will be associated with your linked blockchain address. By using your wallet in connection with the Site, 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 the Site, and the Foundation does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. The Foundation accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Site will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet, and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Site or your Account by emailing info@updao.app with “Reporting Security Issue” in the email subject line.

11. Indemnity. You will indemnify and hold the Foundation and its officers, directors, supervisor, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Site, or (b) your violation of these Terms. You agree to notify the Foundation of any legal claims for which you might have to indemnify the company as soon as possible. You agree to allow the company to control investigation, defense, and settlement of legal claims for which you would have to indemnify the company, and to cooperate with those efforts. The Foundation agrees not to agree to any settlement that admits fault for you or imposes obligations on you without your prior agreement.

12. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE FOUNDATION NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE. OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE FOUNDATION OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FOUNDATION’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED FIVE THOUSAND U.S. DOLLARS (\$5,000).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE FOUNDATION AND YOU.

13. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of the Cayman Islands, without regard to its conflict of laws provisions. All disputes of any nature related to these Terms of Use shall be determined by final and binding arbitration in the Cayman Islands before a single arbitrator. Unless the rules and procedures to be followed in the arbitration are agreed in writing between the parties, the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and the arbitrator shall apply the laws applicable in the Cayman Islands (without regard to the conflict of laws rules thereof). Judgment on the arbitral award may be entered in any court having jurisdiction thereof. 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 (and settled, if applicable) 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 the Foundation in writing.

14. General Terms.

Reservation of Rights. The Foundation and its licensors exclusively own all right, title and interest in and to the Site, including all associated intellectual property rights. You acknowledge that the Site is protected by copyright, trademark, and other laws of the Cayman Islands and other jurisdictions. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.

Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between the Foundation and you regarding the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between the Foundation and you regarding the Site. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without the Foundation's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right without such consent will be null. The Foundation may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Notices. Any notices or other communications provided by the Foundation under these Terms will be given by posting to the Site.

Waiver of Rights. The Foundation's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Foundation. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Third Party Rights. Except as expressly provided in Clause 11, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act (as amended) to enforce any term of these Terms. Notwithstanding any of the terms of these Terms, the consent of or notice to any person who is not a party to these Terms shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

Contact Information. If you have any questions about these Terms or the Site, please contact the Foundation at info@updao.app.