



DORA FACTORY

Terms of Use Agreement

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This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you” or “developer”) and the Dora Grant DAO Foundation, the Matsushiba Foundation, both of which are Cayman Islands foundations (collectively, the “Company” or “we” or “us” or “our”), concerning your access to and use of the website at <https://dorafactory.org> as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the “Website”).

The Website is provided by Matsushiba Foundation (“MF”); the Public Good Staking portal described below is provided by Dora Grant DAO Foundation (“DGD”). MF is not responsible for Public Good Staking and DGD is not responsible for other aspects of the Website and functionalities.

Note: This Agreement has an arbitration provision, which provision is contained below under the heading “Disputes and Choice of Law”. To the maximum extent permitted by law, you agree that disputes between you and company will be resolved by binding, individual arbitration, and you waive your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or other representative proceeding.

The Website provides access to the following functions:

- a. **Staking:** Subject to these Staking Terms of Use, we operate and monitor validator nodes and software to perform non-custodial validation-as-a-service or otherwise participate in staking protocols in connection with Digital Assets solely for Supported Blockchains (the “staking functions”). The staking functions are strictly offered on a non-custodial basis. Additionally, you authorize Dora Factory to exercise your voting rights associated with Digital Assets that you delegate to our validator addresses; provided, however, that (i) voting rights are only applicable for certain Supported Blockchains, and (ii) we may exercise voting rights solely at our own discretion, and we are under no obligation to exercise voting rights on your behalf. Notwithstanding the foregoing, you also retain a right to exercise such voting rights associated with any such Digital Assets and, subject to the protocols of the applicable Supported Blockchain, may exercise those rights before we do or may change any vote that we cast after we have done so.
- b. **Public Good Staking:** This is an infrastructure by which institutions and individuals can support ecosystems through the staking of tokens. Some ecosystems are yet to be generally available for Public Good Staking. This part of the website includes a published dashboard for all the nodes/validators available for Public Good Staking, as well as a list of all governance proposals and voting results Dora Factory has made on behalf of the nodes/validators.
- c. **Vota Explorer:** This is a website that displays voting rounds and related information on Dora Vota special-purpose blockchain. Information displayed on this website includes but is not limited to voting round information, voting transactions, voting logics (expressed in circuits), zero-knowledge proof information. The website also provides an interface for users to deploy voting rounds and an interface for users to vote in a voting round.

- d. **QRNG Faucet:** An experimental API service to generate random numbers from cloud-based quantum computers. The Faucet is only available for a limited number of requests.

All of the foregoing shall be referred to collectively as the “Functions”. Supplemental terms and conditions or documents that may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.

Company makes no representation that the Website or Company Functions are appropriate or available outside Cayman Islands. The Website and Company Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country and some of the Company Services may not be available in certain jurisdictions (“Excluded Jurisdictions”) or are barred from using the Website and Company Services by export controls, sanctions or other laws (“Excluded Individuals”). Accordingly, those persons who choose to access the Website or Company Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Eligibility

You cannot register for or use the Website or Company Services if you do not have legal capacity to enter contracts and are resident or accessing the Website or Company Services from any Excluded Jurisdiction or are an Excluded Individual.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Website. Persons under the age of 13 (or under the age of 16 for residents of the United Kingdom and the European Union) or in an Excluded Jurisdiction are not permitted to register for the Website or use the Company Services.

You accept and agree to be bound by this agreement by acknowledging such acceptance during the registration process (if applicable) or by accessing and using the Website and Company Services. If you do not agree to abide by this Agreement, or to modifications that Company may make to this agreement in the future, do not use or access or continue to use or access the Company Services or the Website.

Digital Assets

The Company Services may allow developers and users to donate and store locally on their own devices, tokens, cryptocurrencies and other crypto or blockchain-based digital assets (collectively, “Digital Assets”). Digital Assets are not intended to be securities or for investment purposes.

Accounts and Wallets

You do not need an account to use the Website and Company Services; however, you do need a wallet hosted by one of the accepted wallet providers – ERC 20, Cosmos or Aptos (“Wallet”) to engage in Staking or Public Good Staking.

If you create an account, you agree to provide complete and accurate information for that account and keep that account updated. You are responsible for the safety and security of any credentials required to access your account or Wallet. You are responsible for all transactions on the Website or Company Services using your Wallet or account, whether authorized or not.

Staking

You agree and understand that this Staking Agreement is subject to the terms and conditions set forth in your User Agreement(s), which also govern this Staking Agreement. In case of conflict, the User Agreement(s) shall control. You further agree and understand that the defined terms used in this Staking Agreement, if defined in your User Agreement(s), shall have the meanings set forth in your User Agreement(s). Your use of our Staking service must comply with your User Agreement(s).

You agree and understand that by accessing or using Staking following any change to this Staking Agreement, your access or use of Staking shall constitute your agreement to the amended Staking Agreement, and you agree to be legally bound by its terms and conditions as amended. You should, therefore, read this Staking Agreement from time to time. If you do not agree to be bound by this Staking Agreement, you should not access or use Staking.

Permission

Subject to the terms and conditions set forth in this Staking Agreement, we hereby grant to you a non-assignable, non-exclusive, worldwide, and royalty-free limited license to use our Staking service. You may not use the Staking service if (a) you are not at least 18 years old and do not have the legal capacity to enter into this Staking Agreement, (b) you are a person barred from using Staking under the applicable laws

of the United States or other countries, including the country in which you are resident or from which you use Staking, and (c) you do not agree to be legally bound by the terms and conditions of this Staking Agreement in their entirety.

Availability

When you hold certain Supported Digital Assets in your wallet you may be given the option to “stake” these assets in a proof of stake network via staking services provided by Dora Factory. Dora Factory Staking Services are not currently available to customers in sanction countries and certain other jurisdictions.

The Service; Rewards; Services Fee; Limitations

If you instruct Dora Factory to stake your assets, Dora Factory or a Staking Services Provider will facilitate the staking of those assets on your behalf by acting as a transaction validator on the applicable network for the Supported Digital Asset you stake.

If Dora Factory or the Staking Services Provider successfully validates a block of transactions in that Supported Digital Asset, you will earn a reward granted by that Supported Digital Asset’s network. The timing and amount of your reward will be determined by the protocols of the applicable network. Dora Factory does not determine the timing or amount of your reward. There may be a delay between when you choose to stake your Supported Digital Asset and when you start owing rewards because each network protocol’s activation queue determines when rewards start accruing.

Dora Factory will distribute any earned rewards to you after receipt by Dora Factory, minus a Staking Services Fee of 5%–100% of the rewards determined by the protocol. Some of the Staking Services Fee is used to pay ‘gas’ fees, third party fees, and infrastructure costs associated with staking and the remainder is retained by Dora Factory.

Some Digital Asset networks subject staked assets to “slashing” if the transaction validator representing those assets incorrectly validates a transaction. Dora Factory and/or the Staking Services Provider will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, unless otherwise provided in this Staking Agreement or your User Agreement, Dora Factory will promptly replace your assets at no additional cost. For the avoidance of doubt, Dora Factory will not replace assets subject to slashing as a result of network, network provider, or operator errors, or any other basis covered by this Staking Agreement or in the Disclaimer of Liability or Force Majeure sections of your User Agreement.

Some Digital Asset Networks may impose a waiting period while staking, during which your staked assets will be restricted from transfer or sale (“Unbonding Period”). If you instruct Dora Factory to unstake your assets, you will not have access to your assets until the expiration of any applicable Unbonding Period. Dora Factory may also impose an additional waiting period in order to facilitate transfer of your assets to your Dora Factory Account after the expiration of any applicable Unbonding Period. If rewards

are collected on your staked assets during an Unbonding Period, Dora Factory will credit these rewards to your Dora Factory Account.

No Guarantee of Rewards

The staking rewards and reward rates vary by the networks. This rate is an estimate and may change over time. Dora Factory DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE STAKING REWARDS RATES.

Governance and Voting

For certain Digital Assets, the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level issues. Dora Factory may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. In certain cases, Dora Factory may vote on your behalf where Dora Factory or the applicable protocol does not support delegated voting. In such instances, Dora Factory will vote in favor of the decision that it believes supports the most use cases for Dora Factory users.

Suspension or Termination

You agree and understand that we may, in our sole discretion, change, suspend, discontinue, or terminate any aspect of our Staking service, or its availability to you, at any time and without notice.

Warranties and Limitation of Liability

You represent and warrant that you have the requisite authority to enter into this Staking Agreement according to its terms, and its performance does not violate any laws, regulations, or agreements applicable to you.

The Staking service is provided on an “as is” basis. You and your affiliates disclaim any and all express or implied warranties, including, any warranties of merchantability, fitness for a particular purpose or use, or of non-infringement or any other violation of any third party intellectual property rights. We and our affiliates do not guarantee or make any warranty concerning the accuracy or reliability of the staking service, and disclaim any and all liability (whether in tort or contract or otherwise) for any direct, indirect, incidental, special, or consequential loss or damage arising from any delay or loss of access to the staking service, or otherwise in connection with the Staking service, staking rewards, or staked digital assets.

To the maximum extent permitted under applicable law, and notwithstanding any of the foregoing, we will have no liability under this staking agreement. For the avoidance of doubt, the warranties and limitations of liability set forth in this section are in addition to, and not in place of, those set forth in the user agreement.

Public Good Staking

Public Good Staking allows users to stake certain tokens to Dora Factory's node validators.

Public Good Staking is conducted through staking tokens using a Wallet to interact with related smart contracts or allocate tokens through smart contracts. Each ecosystem will have minimum and maximum periods to the staking of tokens. Each ecosystem will also have requirements when users unstake tokens from our validators.

Dora Factory might from time to time, in its sole direction, decide to implement incentive programs for users to participate in Public Good Staking. Such incentive programs will be determined solely by Dora Factory, and be published on Dora Factory's social media accounts or websites. Users might also receive governance credit for use in connection with voting relating to that ecosystem.

You accept and agree to be bound by this Agreement by acknowledging such acceptance during the registration process (if applicable) or by accessing and using the Website and Company Services. If you do not agree to abide by this Agreement, or to modifications that Company may make to this Agreement in the future, do not use or access or continue to use or access the Company Services or the Website.

User Representations

Regarding Your Registration

By using the Company Services, you represent and warrant that:

- a. all registration information you submit is truthful and accurate;
- b. you will maintain the accuracy of such information;
- c. you will keep your password confidential and will be responsible for all use of your password and account;
- d. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Website; and
- e. your use of the Company Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has

reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

We reserve the right to remove or reclaim or change a user name you select if we determine appropriate in our discretion, such as when the user name is obscene or otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

Regarding Content You Provide

The Website may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to Company and/or to or via the Website, including, without limitation, text, writings, video, audio, photographs, graphics, comments, suggestions, subjects or personally identifiable information or other material (collectively "Contributions"). Any Contributions you transmit to Company will be treated as non-confidential and non-proprietary. When you create or make available a Contribution, you thereby represent and warrant that:

- a. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party;
- b. you are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Company and the Website users to use your Contributions as necessary to exercise the licenses granted by you under this Agreement;
- c. you have the written consent, release, and/or permission of each and every identifiable individual person in the Contribution to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Contribution in the manner contemplated by this Website;
- d. your Contribution is not obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable (as determined by Company), libelous or slanderous, does not ridicule, mock, disparage, intimidate or abuse anyone, does not advocate the violent overthrow of any government, does not incite, encourage or threaten physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- e. your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any law concerning child pornography or otherwise intended to protect the health or well-being of minors;

- f. your Contribution does not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap; and
- g. your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation.

Contribution License

By posting Contributions to any part of the Website or Company Services, or making them accessible to the Website or Company Services by linking your account to any of your social network accounts, you automatically grant, and you represent and warrant that you have the right to grant, to Company an unrestricted, unconditional, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part) and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. Such use and distribution license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, personal and commercial images you provide. Company does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.

Company has the right, in our sole and absolute discretion, to (a) edit, redact or otherwise change any Contributions, (b) re-categorize any Contributions to place them in more appropriate locations or (c) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement.

By uploading your Contributions to the Website, you hereby authorize Company to grant to each end user a personal, limited, non-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print and otherwise use your Contributions for their internal purposes and not for distribution, transfer, sale or commercial exploitation of any kind.

Guidelines for Reviews

Company may accept, reject or remove reviews in its sole discretion. Company has absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Those persons posting reviews should comply with the following criteria: (a) reviewers should have firsthand experience with the person/entity being reviewed; (b) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity; (c) reviewers should not be affiliated with competitors if posting negative reviews; (d) reviewers should not make any conclusions as to the legality of conduct; and (e) reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by Company, and do not represent the views of Company or of any affiliate or partner of Company. Company does not assume liability for any review or for any claims, liabilities or losses resulting from any review. By posting a review, the reviewer hereby grants to Company a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable and sublicensable license to Company to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviews.

Mobile Application License

Use License

If you are accessing the Company Services via a mobile application, then Company grants you a revocable, nonexclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not:

- a. decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- b. make any modification, adaptation, improvement, enhancement, translation or derivative work from the application;
- c. violate any applicable laws, rules or regulations in connection with your access or use of the application;
- d. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the application;

- e. use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- f. make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- g. use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- h. use the application to send automated queries to any website or to send any unsolicited commercial email; or
- i. use any proprietary information or interfaces of Company or other intellectual property of Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Company Services. You acknowledge that this Agreement is concluded between you and Company only, and not with Apple Inc. or Google, Inc. (each an “App Distributor”), and Company, not an App Distributor, is solely responsible for the Company application and the content thereof.

- a. **Scope of license:** The license granted to you for the Company application is limited to a non-transferable license to use the Company application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service.
- b. **Maintenance and support:** Company is solely responsible for providing any maintenance and support services with respect to the Company application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Company application.
- c. **Warranty:** Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Company application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Company application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Company application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company’s sole responsibility.

- d. **Product claims:** You acknowledge that Company, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Company application or your possession and/or use of the Company application, including, but not limited to: (a) product liability claims; (b) any claim that the Company application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- e. **Intellectual property rights:** You acknowledge that, in the event of any third party claim that the Company application or your possession and use of the Company application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- f. **Legal compliance:** You represent and warrant that (d) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (e) you are not listed on any U.S. government list of prohibited or restricted parties.
- g. **Third party terms of agreement:** You must comply with applicable third party terms of agreement when using the Company application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Company application.
- h. **Third party beneficiary:** Company and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

Social Media

As part of the functionality of the Website, you may link your account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (a) providing your Third Party Account login information through the Website; or (b) allowing Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Company and/or grant Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third party service providers. By granting Company access to any Third Party Accounts, you understand that (a) Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the

“Social Network Content”) so that it is available on and through the Website via your account, including without limitation any friend lists, and (b) Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Website. Please note that if a Third Party Account or associated service becomes unavailable or Company’s access to such Third Party Account is terminated by the third party service provider, then Social Network Content may no longer be available on and through the Website. You will have the ability to disable the connection between your account on the Website and your Third Party Accounts at any time. **Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your agreement(s) with such third party service providers.** Company makes no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Company is not responsible for any Social Network Content. You acknowledge and agree that Company may access your email address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Website. At your request made via email to our email address listed below, or through your account settings (if applicable), Company will deactivate the connection between the Website and your Third Party Account and delete any information stored on Company’s servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Services (“Submissions”) provided by you to Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Prohibited Activities

You may not access or use the Website or Company Services for any other purpose other than that for which Company makes it available. The Website and Company Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Company. Prohibited activity includes, but is not limited to:

- a. criminal or tortious activity;
- b. engage in the sale of any security or investment vehicle for which a license or permit is required;
- c. systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company;
- d. making any unauthorized use of the Company Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- e. tricking, defrauding or misleading Company and other users, especially in any attempt to learn sensitive account information such as passwords;
- f. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools;
- g. interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
- h. attempting to impersonate another user or person or using the username of another user;
- i. selling or otherwise transferring your profile;
- j. using any information obtained from the Website in order to harass, abuse, or harm another person;
- k. using the Company Services as part of any effort to compete with Company or to provide services as a service bureau;
- l. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website;
- m. attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- n. harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to you;
- o. deleting the copyright or other proprietary rights notice from any Website content;
- p. except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline

reader that accesses the Website, or using or launching any unauthorized script or other software; or

- q. using the Website or Company Services in a manner inconsistent with any and all applicable laws and regulations.

No Professional Advice or Fiduciary Duties

All information provided in connection with your access and use of the Website and Company Services should not and may not be construed as professional advice. You should not take, and should refrain from taking, any action based on any information contained on the Website or in the Company Services, or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Company Services or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. This Agreement not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in this Agreement (including in the Privacy Policy).

Acknowledgement of Certain Risks; Other Disclaimers; Release of Claims

By accessing and using the Website and Company Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of Digital Assets. You further understand that the markets for these Digital Assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your Digital Assets, or any Digital Assets you acquire may lose some or all of their value and you may suffer loss due to the fluctuation of prices of tokens and/or significant price slippage and cost. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge that we are not responsible for any of these variables or risks and that we cannot be held liable for any resulting losses that you experience while accessing or using the Website or Company Services.

The Company Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of to continue to make its proprietary software, and thus, could impede or limit your ability to continue to use the Company Services.

You understand and acknowledge that cryptography is a progressing field with advances in code cracking and other technical advancements, such as the development of quantum computers, which may present risks to Digital Assets and the Company Services, and could result in the theft or loss of your Digital Assets.

You acknowledge that the Company Services may be subject to flaws and that you are solely responsible for evaluating any code provided by the Website or Company Services.

Although we intend to provide accurate and timely information on the Website and during your use of the Company Services, that intention does not reflect a binding commitment, and the Website and other information available when using the Company Services may not be accurate, complete, error-free or current. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it in any manner, and all decisions based on such information contained on the Website or made available through the Services are your sole and absolute responsibility. No representation of any kind or nature is made as to the accuracy, completeness or appropriateness for any particular purpose of any pricing or other information distributed via the Website or Services. Any reference to a type of Digital Asset on the Website or otherwise during the use of the Company Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.

Use of the Company Services may carry financial risk. Digital Assets are, by their nature, highly experimental, risky, and volatile. You acknowledge and agree that you will access and use the Website and the Services at your own risk. By using the Company Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Company Services or any Digital Asset. You accept all consequences of using the Services, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Company Services for performing Digital Asset transactions.

We are a developer of software. We do not operate a Digital Asset exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using the Services. All transactions between users of our software are executed peer-to-peer directly between the users wallets through smart contracts. You are responsible for complying with all laws that may be applicable to or govern your use of the Services, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("SEC") and all foreign applicable laws.

You understand that the Company is not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or

approved the use of the Website or company Services. The Website and the Company-developed software do not constitute advice or a recommendation concerning any commodity, security, or other Digital Asset or instrument. Company is not acting as an investment adviser or commodity trading adviser to any person or entity.

Intellectual Property Rights

The content on the Website (“Company Content”) and the trademarks, service marks, algorithms, codes, programs, subjects, and logos contained therein (“Marks”) are owned by or licensed to Company and are subject to copyright and other intellectual property rights under Cayman Islands and foreign laws and international conventions. Company Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Company in Cayman Islands and/or other countries. Company’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Company Content on the Website is provided to you “AS IS” for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.

Intellectual Property Claims

We respect the intellectual property rights of others and require that users of our App and Services do the same. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is: Dora Factory Support (support@dorafactory.org)

To be sure the matter is handled immediately, your written notice must:

- a. Contain your physical or electronic signature;
- b. Identify the copyrighted work or other intellectual property alleged to have been infringed;
- c. Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- d. Contain adequate information by which we can contact you (including postal address, telephone number, and email address);
- e. Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- f. Contain a statement that the information in the written notice is accurate; and
- g. Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.
- h. Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

- a. Your physical or electronic signature;
- b. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- d. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Website and Company Services who is the subject of repeated DMCA or other infringement notifications.

Third Party Websites and Content

The Website contains (or you may be sent through the Website or the Company Services) links to other websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Content”). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Company takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

Management and Company Services

Company reserves the right but does not have the obligation to:

- a. monitor the Website and Company Services for violations of this Agreement;
- b. take appropriate legal action against anyone who, in Company’s sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;
- c. in Company’s sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user’s contribution or any portion thereof that may violate this Agreement or any Company policy;

- d. in Company's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems;
- e. otherwise manage the Website and Company Services in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Website.

Privacy Policy

We care about the privacy of our users. Please review the Company Privacy Policy. By using the Website or Company Services, you are consenting to have your personal data transferred to and processed in Cayman Islands, which may have less protections than your jurisdiction of residence.. By accessing or using the Website or the Company Services, you are consenting to the terms of our Privacy Policy.

Term and Termination

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

Without limiting any other provision of this Agreement, Company reserves the right to, in Company's sole discretion and without notice or liability, deny access to and use of the Website and the Company Services, to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in this Agreement, or of any applicable law or regulation, and company may terminate your use or participation in the Website and the Company Services, delete your profile and any content or information that you have posted at any time, without warning, in Company's sole discretion.

In order to protect the integrity of the Website and Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

You understand that certain laws allow you to cancel this Agreement, without any penalty or obligation, at any time prior to midnight of Company's third business day

following the date of this Agreement, excluding Sundays and holidays. To cancel, email the company using the contact information listing below in this Agreement or by accessing your account settings. This section applies only to individuals residing in districts with such laws.

If Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modifications

To Agreement

We may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the website and all other Services after any such modification becomes effective. Company may also, in its sole discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement. Modifications to this Agreement shall be effective after posting.

To Services

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

Disputes and Choice of Law

Between Users

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that Company is under no obligation to become involved. We have no responsibility for such disputes. In the event that you have a dispute with one or more other users, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages

(actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

With Company

All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Website or the Company Services shall be governed and construed by the laws of Cayman Islands, without regarding to choice of law principles. Any dispute arising out of or in connection with the Website or Company Services or this Agreement, including any question regarding its existence, validity or termination (a "Dispute") shall be subject to resolution under this provision.

The Company wants to address your concerns without the need for a formal legal dispute. Before filing a claim against us you agree to try to resolve the Dispute informally by contacting us at support@dorafactory.org to notify us of the actual or potential Dispute. Similarly, we will undertake reasonable efforts to contact you to notify you of any actual or potential dispute to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") the name of User, the Notifying Party's contact information for any communications relating to such Dispute (including for the Notifying Party's legal counsel if it is represented by counsel in connection with such Dispute), and sufficient details regarding such Dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 30 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of this Agreement, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.

Any Dispute that cannot be resolved per the above procedure shall be referred to and finally resolved by arbitration administered by the Cayman Islands International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Cayman Islands International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Subject, however, to the right of Company, at the Company's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action)

in any applicable court in any jurisdiction exists with regard to a user. The seat of the arbitration shall be Cayman Islands. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

You and the Company agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Company may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “Collective Arbitration”). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Company will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

To the maximum extent permitted by applicable law, neither you nor Company shall be entitled to consolidate, join or coordinate disputes by or against other individuals or entities, or arbitrate or litigate any dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity. In connection with any dispute (as defined above), any and all such rights are hereby expressly and unconditionally waived. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

In no event shall any claim, action or proceeding by you related in any way to the Website and/or the Company Services (including your visit to or use of the Website and/or the Company Services) be instituted more than two (2) years after the cause of action arose. You will be liable for any attorneys’ fees and costs if we have to take any legal action to enforce this Agreement.

Corrections

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

Disclaimers

Company cannot control the nature of all of the content available on the Website or Company Services. By operating the Website or Company Services, Company does not represent or imply that Company endorses any blogs, contributions or other content available on or linked to by the Website or Company Services, including without limitation content hosted on third party websites or provided by third party

applications, or that Company believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any contributions. The Company is not responsible for the conduct, whether online or offline, of any user of the Website or Company Services.

You agree that your use of the Website and Company Services will be at your sole risk. To the fullest extent permitted by law, Company, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website and the Company Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Company makes no warranties or representations about the accuracy or completeness of the Website's content or the content of any websites linked to this Website and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Website or Company services, (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Website or Company Services. Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked website or featured in any banner or other advertising, and Company will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitations of Liability

In no event shall Company or its directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit, lost revenue, loss of data or other damages arising from your use of the Website or Company Services, even if Company has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Company's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Company for the Company Services during the period of services available prior to any cause of action arising.

Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

To the maximum extent permitted by law, you further expressly waive and release the Company Parties from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Website and Company Services and your interaction therewith. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Indemnity

You agree to defend, indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees ("Company Parties"), harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Company Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Company Parties, and you agree to cooperate, at your expense, with Company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Notices

Except as explicitly stated otherwise, any notices given to Company shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

User Data

Our Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Company arising from any such loss or corruption of such data.

Electronic Contracting

Your use of the Company Services includes the ability to enter into agreements and/or to make transactions electronically. **You acknowledge that your electronic submissions constitute your Agreement and intent to be bound by and to pay for such agreements and transactions. Your Agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into relating to the Company Services, including notices of cancellation, policies, contracts, and applications.** In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Miscellaneous

This Agreement constitutes the entire agreement between you and Company regarding the use of the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Company as a result of this Agreement or use of the Website and Company Services. Upon Company's request, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against the

Company by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Contact Us

In order to resolve a complaint regarding the Company Services or to receive further information regarding use of the Company Services, please contact Company as set forth below:

Foundation Name: Matsushiba Foundation

Foundation Name: Dora Grant DAO Foundation

Email: support@dorafactory.org