

Community Labs Terms of Use

Last Updated: February 1, 2023

Not Community Labs Inc. (“Community Labs,” “we,” “us,” “our,” etc.) is a native software development company and venture studio focused on accelerating developer tools, use cases, and adoption of the Arweave protocol. You desire to collaborate with us or use information, tools or services that we or our affiliates may provide.

Your interactions with us and your use of any information, services or tools that we or our affiliates provide are and will be subject to these Community Labs Terms of Use (these “Terms”) and our privacy policy (our “Privacy Policy”) accessible at www.communitylabs.com. Accordingly, if you interact with us or use any of our information, services or tools, you and we mutually agree that these Terms will constitute a binding, legally enforceable contract between you and us.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN THE “ARBITRATION” SECTION BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. IT DOES NOT ALLOW JURY TRIALS OR ANY OTHER COURT PROCEEDINGS OR CLASS ACTIONS OF ANY KIND.

Your Account and Eligibility

To work with us or use our information, services or tools, you must open an account with us (your “Account”). To open an Account, you must create and use a password or other access credential to access the Account, and we may in our sole discretion provide you with a token to use to access your Account. You are solely responsible for keeping your password, other access credential and any token confidential and for any activity whatsoever on your Account, whether or not authorized by you.

You may not open an Account, work with us or use any of our information, services or tools if (i) you have not accepted and agreed to be bound by these Terms, (ii) you appear on the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN), United States Commerce Department’s Denied Persons list or other similar lists, (iii) you are a national or resident of Cuba, Iran, North Korea, Sudan, Syria or any other country, territory, or other jurisdiction that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States, (iv) we have previously terminated your (or your affiliate’s) relationship with us or use of our information, services or tools, or (v) you are younger than the age of majority in the jurisdiction in which you reside or are otherwise not legally permitted to enter into these Terms.

Your Personal Information

We may require you to provide us with personal information in order to open an Account to the extent that we determine, in our sole discretion, that we require that information to comply with any laws or regulations or for other uses. Information we request may include (i) your name, address, email address, date of birth, government-issued photo identification, taxpayer identification number, government identification number, bank or other payment account

information or IP address, (ii) a photo or video of you, (iii) the MAC address of the device you use to access any information, tools or services that we or our affiliates provide, (iv) payment account information (e.g. credit card) and (v) information regarding your digital wallet(s).

You acknowledge and agree that, subject to our Privacy Policy (i) we may disclose the foregoing information and any other information that we request from you (x) to our affiliates, partners, vendors or service providers (provided that each such affiliate, partner, vendor or service provider agrees or is required to protect, and to refrain from using or disclosing, such information except as expressly authorized hereunder) or (y) as may be required by applicable law or any order of any court or governmental agency or as may be requested by any law enforcement agency or regulator, and (ii) we and each of our affiliates, vendors or service providers may use such information (x) for any of our internal purposes (including to improve, enhance or update our information, tools or services and, in the case of our affiliates, vendors and service providers, to provide services to us) or (y) as we determine in our sole discretion to be reasonably necessary or appropriate to authorize or consummate any transaction that you elect to initiate with us. You represent and warrant that all information you provide to us is true and accurate and that you will immediately update any Account information that changes.

Your Representations and Warranties

You represent and warrant that:

These Terms constitute your valid, binding and enforceable obligations;

any decentralized applications or other applications that you develop or deploy using our information, tools or services (“your dApps”), all uses thereof, and your use of our information, services and tools will comply with all applicable laws and regulations, and will not infringe or otherwise violate the rights of any person;

you will neither post on our site nor post links to, nor will your dApps include or link to, any content or other material that is harmful, offensive, immoral or illegal, including any material that disparages or harasses any person or group, including, but not limited to, disparagement based on such person’s or group’s race, national origin, religion, disability, appearance, gender, gender identity or sexual preference;

you will, at all times while any of your dApps are offered or in use, publish, maintain in effect and comply with a privacy policy that complies with all applicable laws regarding the privacy and security of personal information and which will be consistent in all respects with our Privacy Policy;

your dApps will not, and will not be designed or intended for use to:

- introduce or transmit viruses, worms, Trojan horses or other malware;
- display material that exploits children;
- promote, solicit or participate in multi-level marketing or pyramid schemes;

- harass, embarrass, defame or cause distress or discomfort to any person;
- impersonate any other person;
- otherwise defraud or attempt to defraud any person
- publish or disclose any personally identifying information or private information about anyone without their consent (or their parent’s consent in case of a minor);
- publish or transmit any unsolicited advertising, promotional materials or any other forms of solicitation; or
- interfere with or compromise the integrity, security, or proper functioning of any computer, server, network or device;

each user of your dApps (“Users”) and you will enter into a binding written agreement (which may be in the form of an enforceable click-through or similar agreement) (your “ToU”) pursuant to which the User acknowledges and agrees that:

- We provide no representation or warranty, and will under no circumstances have any liability or obligation to, such User;
- to the fullest extent permissible under applicable law, such User will be responsible for and will pay us and our affiliates, partners, vendors, suppliers, service providers and personnel the amount of any loss, damage, fine, penalty, liability, cost or expense (including, but not limited to, reasonable attorneys’ fees) arising out of or in connection with such User’s use of your dApps, but excluding any amounts solely attributable to our violation of law;
- such User will not use your dApps for any immoral purpose or in any way that violates any law or regulation or the rights of any person;
- such User will not, in connection with any use of your dApps, post any content or other material that is harmful, offensive, immoral or illegal, including any material that disparages or harasses any person or group, including, but not limited to, disparagement based on such person’s race, religion, national origin, disability, appearance, gender, gender identity or sexual preference;
- such User will not use your dApps to:
 - introduce or transmit viruses, worms, Trojan horses or other malware;
 - display material that exploits children;
 - promote, solicit or participate in multi-level marketing or pyramid schemes;

- harass, embarrass, defame or cause distress or discomfort to another Player or other person;
 - impersonate any other person;
 - publish or disclose any personally identifying information or private information about anyone without their consent (or their parent's consent in case of a minor); or
 - publish or transmit any unsolicited advertising, promotional materials or any other forms of solicitation; and
- such User is financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and such User has a working knowledge of the usage and intricacies of digital assets;
 - such User grants us such rights under such User's intellectual property and consents to such use and disclosure of such User's personal information as may be reasonably necessary or useful for us to facilitate the development, support and use of your dApps; and
 - we will be third party beneficiaries of such User's obligations under your ToU;

you are financially and technically sophisticated enough to 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; and

you will take all reasonable steps to monitor and enforce compliance with each User's use of your dApps and compliance your ToU and will promptly notify us of any violation of your ToU. Without limiting the foregoing, you will promptly terminate any User's right to use your dApps if the User violates your ToU and does not cure that violation within ten days of notice or commits the same or a related violation more than once during any twenty four month period.

Service Changes, Suspension and Termination

You acknowledge and understand that we may regularly update, enhance, modify and otherwise change our information, tools or services or our rules or policies relating to your use of our information, tools or services, in each case without notice and in our sole and absolute discretion. No such change would be a breach of these Terms by us or give rise to any obligation or liability whatsoever on our part.

You further acknowledge that we may terminate or suspend your use of our information, tools or services at any time, with or without notice.

Business Ideas

You may submit ideas for or proposals regarding existing or potential businesses, products or services to us (each, an “Idea or Proposal”). You agree that your submission of any Idea or Proposal will be made on a strictly non-confidential basis, and that we will be free to use or disclose your Idea or Proposal in any way, for any purpose, including to compete with you, without liability, compensation or credit to you. You acknowledge and understand that submitting any Idea or Proposal to us may (i) destroy any trade secret rights that you would have otherwise had in any of the information included in such Idea or Proposal and (ii) bar you from patenting any invention that you disclose to us in connection with any Idea or Proposal. Accordingly, we urge you to seek legal counsel before submitting any Idea or Proposal to us that includes any information or materials that you may at any time wish to protect as a trade secret or via a patent.

You understand and agree that we make no guarantees about anything we tell you about your Idea or Proposal, including, but not limited to, any advice or feedback that we provide. In particular, we make no guarantees that any such advice or feedback will be useful, accurate or well-considered. Your use of any advice or feedback that we provide in connection with any Idea or Proposal will be at your sole risk.

You understand that nothing we say to you will give rise to any obligation to invest or otherwise to provide or expend any resources in connection with any Idea or Proposal, and that no one other than an executive officer of ours has the power or authority to commit us to invest in, provide any products or services to, or collaborate or consult in any way with, any business or venture. Accordingly, such an obligation may arise *only* if it is in a formal written agreement executed by you and by an executive officer of Community Labs.

You represent and warrant that neither your submission of any Idea or Proposal to us, nor our commercialization or exploitation of that Idea or Proposal in any way, will violate any intellectual property, proprietary or other rights of any person.

No Warranties by Us; Release

All information, tools or services of any type or nature that we may provide to you are provided AS IS, without any warranties. Accordingly, you acknowledge and agree that your use of any such information, tools or services is at your sole risk. Further, you acknowledge that we and your dApps may rely on third-party resources or technology, (e.g., the Arweave protocol), and that we are not responsible for any loss of data or other losses of any type or nature associated in any way with or relating to any such third-party resources or any use, failure, error or malfunction of such resources. Without limiting the generality of the foregoing, we expressly disclaim (i) any warranty that our tools and services will be uninterrupted or error free and (ii) all implied warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You waive and release us from any and all liabilities, claims, causes of action, or damages arising from or in any way relating to any information, tools or services that we or our affiliates provide, our dApps, use of your dApps or your Users. Further, you waive the benefits and protections of California Civil Code § 1542 or any similar law or regulation in effect in the jurisdiction in which you reside. California Civil Code § 1542 provides:

“[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Indemnification

You will be responsible for and will pay us and our affiliates, partners, vendors, suppliers, service providers and personnel the amount of any loss, damage, fine, penalty, liability, cost or expense (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) arising out of or in connection with your use of any information, tools or services that we or our affiliates provide, your dApps, any use of your dApps, any termination of or interruption to your use of our information, tools or services, any claim by any User, or any Idea or Proposal, but excluding any Losses to the extent attributable to our breach of these Terms or violation of law.

Amendments to these Terms

We may change these Terms at any time by posting a new version of these Terms. We will make reasonable efforts to make our community of developers aware of any changes to these Terms; provided that you must monitor our website for any amendment to these terms.

Intellectual Property

As between you and us, (i) we or our licensors own all intellectual property rights in or related to any information, tools or services we or our affiliates provide and (ii) you or your licensors own all intellectual property rights in your dApps.

We grant you a nonexclusive, limited, revocable, terminable, personal, non-assignable license under our intellectual property rights to use any information, tools or services that we or our affiliates provide to you solely for the purpose for which we or our affiliates provide such information, tools or services, including to develop or operate your dApps, in strict accordance with these Terms, without any right to grant sublicenses. We reserve all rights not expressly granted in this paragraph. You acknowledge that any use of any such information, tools or services in violation of these Terms may both violate these Terms and infringe our intellectual property rights.

You grant us and our affiliates, partners, vendors and service providers a nonexclusive license under all intellectual property rights in or relating to your dApps to the extent reasonably necessary or useful for us or them to provide you with any information, services or tools.

Arbitration

Please read this provision very carefully. It limits your rights in the event of a dispute between you and us.

You and we agree that any and all past, present and future disputes, controversies, claims, or causes of action arising out of or relating to any information, services or tools that we or our

affiliates provide, your use of any of the foregoing, your Users or your dApps or any use thereof, or arising out of or relating to these Terms, our Privacy Policy or your Account, and any other controversies or disputes between you and us (including disputes regarding the effectiveness, scope, validity or enforceability of this agreement to arbitrate) (collectively, “Dispute(s)”), shall be determined by arbitration, unless (A) your Country of Residence does not allow this arbitration agreement; (B) you opt out as provided below; or (C) your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and we further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.

“Country of Residence” for purposes of this agreement to arbitrate means the country in which you hold citizenship or legal permanent residence; provided that if you have more than one country of citizenship or legal permanent residence, it shall be the country in which you hold citizenship or legal permanent residence with which you most closely are associated by permanent or most frequent residence.

We want to address your concerns without the need for a formal dispute resolution process. Before filing a claim against us, you agree to try to resolve the Dispute informally by contacting us in writing at 344 Grove St #4038, Jersey City, NJ 07302, or via e-mail at team@communitylabs.com, 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”) your name (to the extent known), 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 in such Dispute. 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 these Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including reasonable attorneys’ fees) incurred in connection with such Dispute.

Unless you opt out of this agreement to arbitrate as provided below, you and we each agree to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, subject to the exceptions set forth below.

If you do not wish to be subject to this agreement to arbitrate, you may opt out of this arbitration provision by sending a written notice to us at 344 Grove St #4038, Jersey City, NJ 07302, or via e-mail at team@communitylabs.com, within thirty (30) days of the first time you accept these Terms (or any prior version of these Terms) or, if earlier, your first use of any information, tools or services that we or our affiliates provide. You must date the notice and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with us through arbitration. If no notice is submitted in the manner described above by the 30-day deadline, you will have irrevocably waived your right to litigate any Dispute except with regard to the exceptions set forth below. By opting out of the agreement to arbitrate, you will not be precluded from using any information, tools or services that we or our affiliates provide, but you and we will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

You and we agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available in an individual lawsuit, other than remedies that you effectively waived pursuant to these Terms. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact other of our customers or users, as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. In that event, each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as may be and to the extent otherwise required by law, the arbitration proceeding and any award shall be confidential.

You and we further agree that the arbitration will be held in the English language in the city and state of New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. Each party shall bear the expense of its own attorneys’ fees, except as otherwise provided herein or required by law.

Regardless of the rules of a given arbitration forum, you and we agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we 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 us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently; and (ii) 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 we shall be entitled to consolidate, join or coordinate disputes by or against other individuals or entities with any Disputes, or to 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, any and all such rights are hereby expressly and unconditionally waived. Without limiting the foregoing, any challenge to the validity of this paragraph or otherwise relating to the prohibition of Collective Arbitration shall be determined exclusively by the arbitrator.

Notwithstanding the agreement between you and us to arbitrate Disputes, you and we each retain the following rights:

If your Country of Residence is the United States, you and we retain the right (A) to bring an individual action in small claims court; and (B) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

If your Country of Residence is not the United States, you and we may assert claims, if they qualify, through the small claims process in the courts of your Country of Residence. Further, as applicable, this agreement to arbitrate does not deprive you of the protection of the mandatory provisions of the consumer protection laws in your Country of Residence; you shall retain any such rights and this agreement to arbitrate shall be construed accordingly.

Except as otherwise required by applicable law or provided in these Terms, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and we agree that any judicial proceeding may only be brought in a court of competent jurisdiction in the city and state of New York. Both you and we consent to venue and personal jurisdiction in any such court. Notwithstanding the foregoing, either party may bring any action to enforce its intellectual property rights or confirm an arbitral award in any court or administrative agency having jurisdiction.

This agreement to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. If a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no

provisions of these Terms not specifically related to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of New Jersey applicable to contracts entered into and performed in New Jersey by residents thereof; provided that all provisions hereof related to arbitration shall be governed by and construed in accordance with the Federal Arbitration Act (U.S. Code Title 9).

Exclusion of Damages and Limitation of Liability

In no event shall we, our affiliates, partners, service providers or licensors, or our or their respective directors, shareholders, members, officers, employees, agents or representatives, be liable under these Terms or otherwise to you in connection with any information, tools or services that we or our affiliates provide, any use of the foregoing, your dApps or any use of your dApps or otherwise related to your Users for: (i) any amounts, in the aggregate, greater than \$1,000 or (ii) any lost profits or any special, incidental, indirect, consequential, exemplary or punitive damages, in either case whether based in contract, tort (including but not limited to negligence), strict liability, or otherwise, even if our authorized representative had been advised of, or knew of, or should have known of, the likelihood of such damages.

No Waiver

If you breach these Terms and we do not immediately respond, or we do not respond at all, we will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. No failure to act or delay in acting by us will be deemed to be a waiver of any type.

Assignment

You may not assign, sub-license or otherwise transfer any of your rights under these Terms. We may assign these Terms at any time, in our sole and absolute discretion, without notice.

Enforceability

Except as provided above with respect to the provisions of these Terms prohibiting Collective Arbitration, if any provision of these Terms is held to be invalid, ineffective or unenforceable by a court of competent jurisdiction or arbitrator, the remaining provisions of these Terms will remain valid, effective and enforceable.

Feedback

We welcome questions, comments and other feedback about these Terms or any information, tools or services that we or our affiliates provide, including ideas, proposals, suggestions or other materials ("Feedback"). However, you acknowledge and agree that we will treat all Feedback as

non-confidential, and you hereby grant us a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid-up license to create derivative works based upon any of your Feedback and to reproduce, publicly display, publicly perform, use, commercialize, disclose, import and distribute such Feedback and derivative works in any way and for any purpose, and to assign or otherwise transfer such license or otherwise authorize others to do any of the foregoing, without notice or obligation to you. You further acknowledge and agree that your provision of Feedback is gratuitous, unsolicited and without restrictions, and does not place us under any fiduciary or other obligation.

Entire Agreement

These Terms (including any documents incorporated into these Terms by reference) constitute the entire agreement between you and us regarding any information, tools or services that we or our affiliates provide, your dApps and any use of any of the foregoing. If there exists any prior agreement, whether oral or written, regarding any information, tools or services that we provide, any of your dApps, or any use of any of the foregoing, that prior agreement is replaced by these Terms.

CONTACT US

If you have any questions about these Terms, please contact us at team@communitylabs.com.