

LDMS = LexDAO (dead-man) Service aka DeFi professional indemnity

IN125.ple

These Terms of Service ("Terms") form a binding legal agreement between each person who holds or has redeemed \$LTT001 tokens ("you") and stamford.lexdao.eth \$LTT001 tokens exist Ethereum ("Consultant"). on the blockchain 0x8ff157985d8ce9f84310a80d734daeaf5809133f.

Acquiring \$LTT001

LDM

1. By acquiring or holding \$LTT001, you have the following rights:

LDM for global consulting services at 1 LDM/15 min i. to redeem \$LTT001 for Consultant's services; and

ii. to sell, transfer, lend, gift, burn or otherwise deal with \$LTT001 tokens as you see fit. This right is enforced by the \$LTT001 smart contract and the Ethereum blockchain and is noted here for completeness.

2. Up to 4 hours ADR under the LDMS professional assurance smart contract

2. These Terms do not impose any obligations or liability on you if all you do is acquire, buy, sell or hold \$LTT001. Redemption of \$LTT001 is subject to the terms set forth below.

Minting and burning of \$LTT001

- 3. Consultant through LexDAO may mint more \$LTT001 at any time up to the overall issuance cap.
- 4. Consultant may burn any amount of \$LTT001 held by Consultant at any time. In the sole and complete discretion of LexDAO, the DAO may be able to recover and burn the token through a vote approved by the DAO. This will in cases of dispute be handled by LexDAO Arbitration or its assigns. under the LDMS smart contract
- 5. The above rights are enforced by the \$LTT001 smart contract and the Ethereum blockchain and are noted here for completeness.

Redeeming \$LTT001

- You redeem \$LTT001 bу sending it to can 0x4744cda32be7b3e75b9334001da9ed21789d4c0d.
- 7. You cannot redeem \$LTT001 for any services that:
- i. are not listed by Consultant or otherwise agreed between you and Consultant prior to redemption;
- ii. are prohibited by the laws or regulations of any jurisdiction(s) that you or Consultant are
- iii. would require Consultant to assist in or provide advice about how to commit, or avoid detection or prosecution for the commission of, any illegal act in any jurisdiction.
- 8. If you attempt to redeem \$LTT001 in contravention of the requirements listed in section 7 above, Consultant reserves the right to refuse to provide Services and not refund any \$LTT001 that you have redeemed.

- 9. Unless otherwise agreed between you and Consultant in writing, payment for the Services must be paid 50 percent upon entering into a statement of work and 50 percent upon the delivery of the deliverables outlined in such statement of work. Each whole token is redeemable for a one (1) minute period of billable time by Consultant. No partial tokens may be redeemed. fifteen (15)
- 10. In the event the time required to complete any of the Services is less than the amount of time paid for by you, Consultant will round up to the next full fifteen (15) minute period and then return any \$LTT001 paid by you for unused time.
- 11. In order to avoid any doubt, Consultant may require you to sign a message from the same Ethereum address that you redeemed \$LTT001 from. This will only be required if there is any doubt or dispute about the person(s) claiming to have made the redemption transaction.

 Should be a facet or attached schedule
- 12. Provided that the above criteria are met, Consultant agrees to provide professional services ("Services") to any person who redeems \$LTT001, on the terms set forth in these Terms.
- 13. Prior to the redemption of any \$LTT001 by you for the Services, you and Consultant must enter into a written statement of work that defines the scope of service, deliverables, and acceptance standards for any such deliverables.
- 14. \$LTT001 may not be redeemed for legal advice or legal representation, unless otherwise agreed between you and Consultant in writing prior to the redemption of your \$LTT001. None of the Services shall otherwise constitute or be understood to be providing legal advice or counsel. None of the Services will create an attorney-client relationship between you and Consultant. Consultant retains the right to contract with other companies or entities for the Services without restriction.

<u>Independent Contractor Relationship</u>

15. Consultant's relationship with you will be that of an independent contractor, and nothing in these Terms intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship. Consultant is not entitled to any employee benefits from you. Consultant will provide and use their own computer and all other equipment required to perform services for you.

Fees

16. Apart from redeeming \$LTT001, you do not have to pay any other fees for the Services. However, a small amount not exceeding 5% retained for ADK

Ownership of Work Product

17. Consultant agrees that any and all work product developed by Consultant alone or in conjunction with others in connection with the performance of services pursuant to these Terms is and shall be your sole property, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, presentations, email and letter correspondence between Consultant and you, and between Consultant and third parties on behalf of you.

Confidentiality Make this a facet so can be dynamically adjusted

18. "Confidential Information" means any and all technical and nontechnical information including patent, copyright, trade secret, proprietary information, designs, business plans, all files and client information related to any of your past, current, future, and proposed

Intermediate work products shall be jointly owned by the Client and the Consultant unless otherwise arranged by mutual agreement. Subject to execution, consultant hereby grant to the Client an unrestricted royalty-free license in perpetuity to copy or use delivered final product conditional on all residual tokens being transferred back or burnt in accordance with fees/rebates rollup.

business, without limitation, your property, and your information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information, whether in digital or physical format.

- 19. Consultant agrees to protect the confidentiality of all of your Confidential Information and, except as permitted in this section, Consultant shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform the Services under these Terms for your benefit.
- 20. Consultant's obligations above with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by you, (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by you, or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by you.

Limitation of Liability

21. YOU AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONSULTANT TO YOU FOR ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES OF ANY NATURE WHATSOEVER, FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT TO YOU SHALL NOT EXCEED THE US DOLLAR EQUIVALENT VALUE OF \$LTT001 TOKENS REDEEMED BY YOU AT THE TIME OF REDEMPTION. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE SPECIFICALLY PROHIBITED BY LAW. ALL CLAIMS AGAINST CONSULTANT SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING AND RECEIVED BY CONSULTANT WITHIN ONE MONTH AFTER COMPLETION OF THE SERVICES WITH RESPECT TO WHICH THE CLAIM IS BEING MADE.

- 22. NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, NO PARTY SHALL BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS).
- 23. YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH HOLDING OR USING \$LTT001 OR USING THE ETHEREUM NETWORK, INCLUDING, BUT NOT LIMITED TO, THE RISK OF LOSING ACCESS TO YOUR ETHEREUM ADDRESS DUE TO LOSS OF PRIVATE KEYS, SEED WORDS OR OTHER CREDENTIALS, AND THE RISK OF UNKNOWN VULNERABILITIES IN THE \$LTT001 SMART CONTRACT CODE OR THE ETHEREUM NETWORK PROTOCOL. YOU ACKNOWLEDGE AND ACCEPT ALL SUCH RISKS AND AGREE THAT CONSULTANT IS NOT RESPONSIBLE AND IS NOT LIABLE FOR ANY LOSS OF VALUE YOU MAY EXPERIENCE AS A RESULT. YOU ACCEPT AND ACKNOWLEDGE THAT CONSULTANT WILL NOT BE RESPONSIBLE FOR ANY LOSSES, FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN HOLDING OR USING \$LTT001 HOWEVER CAUSED.
- 24. THE CONSULTANT IS A MEMBER OF GOOD STANDING WITHIN LEXDAO AND IN THE CASE OF A DISPUTE LEXDAO, LLC WILL REFUND THE LOWER OF THE PROVEN COST OF SALE OF THE TOKEN UP TO AN AMOUNT HELD IN

THIS LEXGROW CONTRACT "THE BOND". THERE ARE NO GUARANTEES THAT THERE WILL BE ENOUGH VALUE IN SAID CONTRACT TO REFUND ALL TOKENS IN ALL USE CASES.

25. YOU AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO CONSULTANT'S SERVICES SHALL BE RESOLVED BY FINAL AND BINDING RESOLUTION IN ACCORDANCE WITH LEXDAO ARBITRATION.

Consultant:

0x4744cda32be7b3e75b9334001da9ed21789d4c0d

