



*"You never change things by fighting the existing reality. To change something, build a new model that makes the existing model obsolete." —Richard Buckminster Fuller*

## **WHITE PAPER**

### **Ubuntu Economic Commons / Ubuntu EcoCoin**

Facilitating access and participation in digital infrastructures that economically empower small farms and communities to achieve economic freedom in their transition towards human-scaled symbiotic sustainable regenerative food systems and local food sovereignty.

*"You never change things by fighting the existing reality. To change something, build a new model that makes the existing model obsolete."* —[Richard Buckminster Fuller](#)

## **Mission**

Our mission is to facilitate access and participation in digital infrastructures that economically empower small farms and communities to achieve economic freedom in their transition towards human-scaled symbiotic sustainable regenerative food systems and localized food sovereignty. The Ubuntu EcoCoin (UBEC) is a utility token of the Ubuntu Economic Commons DAO. The UBEC utility token and other tools provide a "gateway" to digital infrastructures which enable individuals, communities or organizations to achieve economic freedom.

## **Motivation**

Conventional agricultural and food supply chain systems are a major contributor to greenhouse gases (GHG). According to an analysis of the Food and Agriculture Organization of the United Nations (FAO) it is estimated that 31 per cent of human-caused GHG emissions, are directly related to the world's agriculture and food production and supply systems<sup>1</sup>.

It is clear that something is going very wrong with how we live and how our lifestyles affects the planet, the lives of people thousands of kilometres away and our relationships with each other and the community. We would rather live a life today than grant our children and the next seven generations a chance of a life of their own to fulfill their needs and quality of life. Rational and conventional top down government-led decision-making processes are normally used to prevent or solve interrelated problems or to facilitate and support change. As experience has shown, this often leads to resistance, alienation and apathy, subsequently resulting in a lack of real sustainable change. Changing the way we do "business" and becoming human again<sup>2</sup> is of paramount importance.

## **Pathway - from sustainable towards symbiotic regeneration**

A variety of sustainable ecological agriculture practices<sup>3</sup> sequester carbon from the atmosphere<sup>4</sup> and have the potential to reverse climate change instead of contributing to it. Protecting and regenerating soil on our 4 billion acres of cultivated farmland, 8 billion acres of pasture land, and 10 billion acres of forest land, is a major factor and essential to keep global warming below 2 degrees Celsius and stop the loss of biodiversity.

A sustainable interdependent and resilient community or lifestyle is something which cannot be attained overnight or by applying a conventional blue-print for action.

Although there are very few "universal" principles of sustainability, there are diverse pathways which lead us from the basic principles to the implementation of a sustainable interdependent, and resilient community or lifestyle. Whichever pathway is chosen it is to be founded on the basic principles of human dignity, interdependence and the particular care of the needs of future generations. This pathway begins at the confluence of spiritual and economic development. Guiding us along the way are interdependent and mutually reinforcing pillars of social networks, culture and governance. The pathway chosen must be supportable, equitable and viable for all stakeholders. To achieve a balanced sustainable and resilient lifestyle, community identity, dialogue, critical discourse and participatory democracy in decision-making processes are vital for success.

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1 <https://news.un.org/en/story/2021/11/1105172> and <https://www.fao.org/faostat/en/#home>

2 [https://smartpei.typepad.com/trusted\\_space/2007/01/becoming\\_human\\_.html](https://smartpei.typepad.com/trusted_space/2007/01/becoming_human_.html)

3 biodynamic, permaculture, organic and regenerative farming practices

4 <https://rodaleinstitute.org/wp-content/uploads/rodale-white-paper.pdf> and <https://www.intechopen.com/chapters/62458>

Symbiotic and regenerative sustainability as well as the localization of food production and supply chain systems offer one of the greatest opportunities to help address human, community and climate health, along with the financial well-being of communities and farmers.

## Proposal

Small farms produce one-third of the world's food<sup>5</sup>. Among major barriers to the transition and adoption of ecological farming practices is the access to financial capital and incentives. Small farm and communities alike are faced with bureaucratic hurdles and formal banks are usually less inclined to lend to small farms. In order to facilitate the adoption of symbiotic and regenerative sustainable ecological farming practices and access to financial capital we propose an economy based on the philosophy of Ubuntu<sup>6</sup> and an economic commons<sup>7</sup> based on a decentralized autonomous organization (DAO)<sup>8</sup>.

*"A commons arises whenever a given community decides that it wishes to manage a resource in a collective manner, with a special regard for equitable access, use and sustainability. It is a social form that has long lived in the shadows of our market culture, but which is now on the rise."* —David Bollier

This economic commons model we propose is called the Ubuntu Economic Commons. We propose this model as a DAO implementation as an open association of people and organizations, where mutually defined Instruments are utilized by (General Members) who jointly oversee active stewards (Service Providers) subject to passive custodians (Guardians) with protective governance rights of arbitration and final veto as defined in the Ubuntu Economic Commons Agreement (UBECA).

To facilitate access and participation in digital infrastructures that economically empower small farms and communities to achieve economic freedom in their transition towards human-scaled sustainable regenerative farming practices we have created the Ubuntu EcoCoin.

## Ubuntu EcoCoin

The Ubuntu EcoCoin (UBEC) is a utility token<sup>9</sup> of the Ubuntu Economic Commons DAO. The UBEC utility token and other tools provide a "gateway" to digital infrastructures which enable individuals, communities or organizations to achieve economic freedom.

As a form of crowdfunding mechanism the sale of UBEC utility tokens can be used to fund educational and public awareness projects or much needed infrastructure of participating small farms and communities committed to human-scaled symbiotic sustainable regenerative food systems and food sovereignty. In return Ubuntu EcoCoin utility tokens can be sent, exchanged and bartered as digital representations of all forms of assets or used as a "crypto" -voucher

5 Lowder, S. K., Sánchez, M. V., & Bertini, R. (2021). [Which farms feed the world and has farmland become more concentrated?](#). World Development, 142, 105455.

6 Overview of Ubuntu

- Ubuntu told by Nelson Mandela: <https://www.youtube.com/watch?v=HED4h00xPPA>
- Ubuntu (philosophy) according to Wikipedia: [https://en.wikipedia.org/wiki/Ubuntu\\_philosophy](https://en.wikipedia.org/wiki/Ubuntu_philosophy)
- Ubuntuism, commodification, and the software dialectic: <https://journals.uic.edu/ojs/index.php/fm/article/view/2186/2062>
- For an abstract on Ubuntu economics see thesis Ubuntu Economy from Bonganjalo Mbenenge: [https://www.diakoniewissenschaft-idm.de/2018/wp-content/uploads/2022/02/Summary-MA\\_Mbenenge-Abstract-002.pdf](https://www.diakoniewissenschaft-idm.de/2018/wp-content/uploads/2022/02/Summary-MA_Mbenenge-Abstract-002.pdf)

7 <https://en.wikipedia.org/wiki/Commons/>  
[https://www.boell.de/sites/default/files/ecc\\_report\\_final.pdf](https://www.boell.de/sites/default/files/ecc_report_final.pdf)

8 [https://en.wikipedia.org/wiki/Decentralized\\_autonomous\\_organization](https://en.wikipedia.org/wiki/Decentralized_autonomous_organization)

9 What Is a Utility Token? <https://www.sofi.com/learn/content/what-is-a-utility-token/>

which can be redeemed (or held for some time and redeemed later) for organically produced vegetables, fruits or other products or services provided by participating farms and communities.

To create issue, exchange and barter Ubuntu EcoCoin (UBEC) utility tokens or other digital representations we have chosen the Stellar Network<sup>10</sup>.

To date 7,141,886 Ubuntu EcoCoin tokens have been created and issued on the Stellar network. The number of issued UBEC utility tokens is equal to 1 UBEC per 1 Square Decimeter [dm<sup>2</sup>] of land under stewardship according to the philosophy and founding principles of the Ubuntu Economic Commons Agreement [UBECA].

Asset Code: UBEC

Issuer: GDPNB7S3IOM2J6C3NA2QG4TQAUCRZXPJJ4HSCSIKELEH7ORUCX5UB2VN

Explorer: <https://stelllar.expert>

## UBEC Token Ecosystem

- 65% of the issued utility tokens are dedicated for general distribution to crowd-fund small farms and communities committed to human-scaled symbiotic sustainable regenerative food systems and local food sovereignty.
- 30% of the tokens are dedicated to token ecosystem stewardship
- 5% of the issued utility tokens are dedicated to administrative responsibilities

Distribution – 65% (4.642.235,00)

- Stakeholders (UBEC tokens are acquired on exchanges such as the Stellar decentralized distributed exchange)
- Customers – used as a tool or means of purchasing, holding, trading, exchanging or bartering (UBECs in the form of Crypto-Vouchers for use in exchanging goods and services)
- Crowd-funding / Project Funding

Token Ecosystem Stewardship – 30% (2.142.570,00)

- Token asset management and care: engaged in stabilizing the UBEC tokens – *in a healthy, fair, regenerative sustainable and orderly manner!*
- Infrastructure and Stakeholder Care

Administration – 5% (357.095,00)

- Day to day administrative tasks and duties
- Legal / and Tax consultancy fees

## Why have we chosen Stellar?

- The Stellar network technology is one of the most environmentally-friendly blockchains currently in the market.
- The Stellar network is open-source.
- The Stellar network makes it possible to create, send, exchange and barter digital representations of all forms of assets.

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10 Stellar Foundation: <https://www.stellar.org>

- Stellar uses industry-standard public-key cryptography tools and techniques, which means the code is well tested and well understood. All transactions on the network are public, which means the movement of funds can always be audited. Each transaction is signed by whomever sent it using the Ed25519 algorithm.
- The Stellar network is fast, cheap, efficient and borderless.
- Whether UBEC utility token or fiat currencies, stocks or bonds, Bitcoin or other digital currencies and assets such as NFTs, they are all available on a single network and can be freely exchanged or swapped between each other.

## UBEC Utility Token Contracts

### Issuer and Distribution Accounts

UBEC Token issued by [GDPNB7S3IOM2J6C3NA2QG4TQAUCRZXPJJ4HSCSIKELEH7ORUCX5UB2VN](#)  
 Distribution Account: [GDC2ECKYO4WJMD35M4E2JIABPTA4VLHC6L6MU4TIRCLSOPOOIYOYTM74](#)

### Administration – 5% (357.095,00 UBEC tokens)

Administration Account: [GDEQ4KXOL6NV5RGETFTJLMULACO5M5GTYBKOEGTCN2MSSJCOAID5UBEC](#)

### Token Ecosystem Stewardship – 30% (2.142.570,00 UBEC tokens)

Stewardship Management Account: [GA3I6MN4NSUKZ2NQZBWLUP6MNMPLZFD3ABOA3CMBV23NBDBFRWRUUBEC](#)  
 Infrastructure and Stakeholder Care Account: [GCBT4HZHOXJCCVDQDJHA7KR6IN3RANWBPK3DKCSUPN2R4BMCGBZYUBEC](#)  
 Liquidity Pool Account: [GCFJCAHHHD15XNK3CABHPN565DIPAXP2MPQXCQVYV7IDYQLA6G4JUBEC](#)

We advocate full transparency, so if you don't see your questions answered in this whitepaper or in our website, please write us at [hello@ubec.network](mailto:hello@ubec.network) and we'll get back to you.

### **Disclaimer**

*The information provided on this whitepaper does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. We do not recommend that any cryptocurrency or tokens should be bought, sold, or held by you. Nothing on this website should be taken as an offer to buy, sell or hold a cryptocurrency or token.*

*Ubuntu Economic Commons make no recommendation as to the suitability of any of the tokens, products, services or transactions mentioned herein. This information shall not be considered as, and may not be used in connection with, an offer to sell or the solicitation of an offer to buy tokens in any jurisdiction in which such offer or solicitation is unlawful.*

*Purchasing, holding, trading, exchanging, bartering and using virtual currencies or tokens involve a high level of risk. We do recommend that you conduct your own due diligence and consult your*

*financial advisor before making any purchasing, holding, trading, exchanging, bartering or investment decision. We do not accept any responsibility and will not be liable for the purchasing, holding, trading, exchanging, bartering or investment decisions you make based on the information provided on this website and information posted to our social media accounts.*

***Please see our full Terms of Service in the Annex or <https://ubec.network/terms-of-service/>***

## **Annex: Ubuntu Economic Commons Agreement**

### **Ubuntu Economic Commons Agreement (UBECA) v1.0 (en)**

Last modified: May 15, 2022 @ 17:04

#### **About**

This agreement defines an Economic Commons for decentralized autonomous organization (DAO) implementation as an open association of people and organizations, where mutually defined Instruments are utilized by **General Members** who jointly oversee active stewards (**Service Providers**) subject to passive custodians (**Guardians**) with protective governance rights of arbitration and final veto.

Usage or incorporation of this agreement must ratify following Aims, Principles, Jurisdiction, Definitions, Organization and Notices

#### **Aim**

Facilitate access and participation in digital infrastructures that economically empower farmers and communities to adopt human-scaled sustainable ecological farming practices as well as to achieve economic freedom and food sovereignty.

#### **Principles**

The core Principles of an Economic Commons include:

1. Care for people – maximize amenity, well being, happiness and contentment.
2. Stewardship of land – minimize use of finite resources for economic activity.
3. Equity – affordable and secure access to land, resources, knowledge & care.
4. Reciprocity – and mutual sharing of risk, cost and surplus.
5. Non-Dominance – no person to have dominant rights over any other.
6. Financial independence – support financial systems that are localized and/or community based.
7. Sustainability – ensure the continuation of community based systems.
8. Regeneration – regrow, adapt, and transform through change.
9. Resilience – prepare for abrupt economic, political, climate and social changes.

#### **Jurisdiction**

1. The Ubuntu Economic Commons DAO, is an associative and participatory agreement. It transcends jurisdiction and is tax transparent.
2. All Members implementing or taking part in the Ubuntu Economic Commons or its Instruments are bound by their local, regional and national laws respectively and specifically their respective tax laws.
3. Any usage of Clearing Union Instruments are between willing Members who must satisfy themselves that all trades are locally lawful.
4. Members are subject to local identity laws and regulations in their respective jurisdiction.
5. Data may be shared internationally between Members in different jurisdictions.

## **Definitions**

### **Platform**

The Platform of the Ubuntu Economic Commons is managed by Platform Service Providers and includes the following categories of services:

#### 1. Technical:

A) Secure Member accounts and shared Instrument registries (herein called "Ledgers") have the following properties:

i. All Member accounts, data and shared Instruments are recorded in unique time order in a Ledger.

ii. Member accounts on a Ledger can hold multiple Instruments.

B) A Ledger tracks all usage of Instruments security and immutably.

C) Ledgers must be secure and resistant to security breached and loss of data.

D) Instruments are binding on Members when registered in a Ledger.

E) Ledgers must open for inspection by Members.

F) Communications interfaces (herin called Wallets).

G) Members must have access to viewing and interacting with Instruments and Accounts on a Ledger.

2. Social: Support and sharing of knowledge regarding the Ubuntu Economic Commons' implementations, Instruments as well as Member rights and obligations.

3. Legal: Due Diligence, audits and arbitration of disputes regarding specific Economic Commons implementations.

### **Instruments**

The Instruments of the Ubuntu Economic Commons include:

1. Token (Unilateral Instrument) – a real or virtual object (fungible or non fungible) that may be accepted by another Member in exchange for value at their complete discretion. (There is no obligation to accept a Token nor is there any obligation to redeem a Token by the issuer. Tokens may represent collectible endorsed data such as Voucher usage.)

2. Voucher (Bilateral Instrument) – a promise denominated in an agreed upon Unit of Account issued and accepted in exchange for money or in-kind and representing an assignable credit obligation of the issuer.

The following are properties of Vouchers:

A) If the acceptor/final holder of the voucher presents it in payment to the issuer, for goods or services supplied, it must be accepted in payment.

B) Unit of Account: Standard unit of measure for value in exchange. Each Voucher on the Platform issued by a Member should specify a Unit of Account.

i. Example: 10 UBEC Vouchers can be said to be redeemable by the Issuing Member for 10 EUROS worth of the issuer's services.)

C) Expiry Date or Rate: Each Voucher on the Platform issued by a Member should specify no expiration, an expiry date or a gradual expiration rate over time. Expired Vouchers will automatically be placed in a Community Account.

i. Example: An gradual expiration rate of 2% a month will mean that any outstanding Voucher balances will automatically be reduced by 2% a month and placed in the

designated Community Account.

D) No redemption for national currency: the Issuer shall not redeem Vouchers for National Currency and bears full sole responsibility for their issuance, assignment and redemption in goods and/or services.

3. Swap (Multilateral Instrument) – a production and risk sharing agreement over time.

A) 5. e.g. A Swap may entitle a group of Members to share in the revenue or production from land usage over a period of time. Vouchers or Tokens based on flows of land use revenue or production are allocated proportionally between the accounts of Members.

i. e.g. A Swap may entitle a provider of a Instrument in exchange for another Instrument to receive a share of the exchange volume.

## **Organization**

### **Members**

A Member of the Ubuntu Economic Commons is an individual person, organization or an association of Members with a common purpose, who ratify and Implement the Ubuntu Economic Commons and use the implemented Ubuntu Economic Commons Instruments as per their local needs.

There are three **Member Classes** defined below, with the following rights and obligations:

#### **1. General Members**

A) Right to utilize all Ubuntu Economic Commons-defined Instruments

B) Right to hold or delegate custodianship of Ledger Accounts

C) Obligation to register any Instrument or Instrument usage on a Ledger

D) Obligation to contribute in money or in kind the agreed upon development and operating costs of the Platform

E) Obligation to hold a means of secure identification in order to interact with a Ledger

F) Obligation to demonstrate technical and management capabilities and capacity to meet appropriate standards

#### **2. Platform Service Providers**

A) Technical:

i. Right to receive agreed development and operating costs and an agreed production share in respect of Platform services and Swaps

ii. Right to use and migrate custodial Member Accounts and Instruments to appropriate Ledgers

iii. Obligation to maintain the Platform's open source software code base

iv. Obligation to operate the Platform's servers and various micro-service

v. Obligation to hold and secure granted Member data and intellectual property jointly in common

vi. Obligation to provide Members access to their Ledger accounts and shared Instruments

vii. Obligation to provide a means of a secure identification to Members in order to interact with a Ledger

B) Social:

- i. Right to make available non confidential Member and Instrument data to Researchers and Members
- ii. Obligation to provide training and education, administer Member service agreements, ensure confidential data transparency, oversee quality standards

C) Legal:

- i. Right to assign an auditor to assess any Member Instruments and Applications
- ii. Right to suspend services and remove Wallet access for Members
- iii. Right to assign arbitrators for the mediation of disputes
- iv. Obligation to arbitrate disputes in relation to usage of Instruments

### 3. Guardians

- A) Rights to design and Implement an Economic Commons
- B) Rights of final veto on behalf of Members generally in respect of amendments to the Ubuntu Economic Commons agreement incompatible with the Aim and Principles.
- C) Obligation to arbitrate disputes in relation to Aim and Principles of an Economic Commons.

### Class Agreements and Admissions

1. Members may participate in more than one Member Class. E.g. A Platform Service Provider can also be a General Member and develop a voucher redeemable for their services
2. Any person or organizations holding a Platform account or whom utilizes Instruments on the Platform is considered a Member
3. Mutual agreements between Members define standards, rights and obligations
4. Non-Performance: should a Member be unable or unwilling to uphold their obligations or honor stated commitments they will be designated as non-performing subject to the following:
  - A) Any material shortfall in commitments or obligations by Members individually or collectively shall be made good following review and recommendations by the Service Provider and subject to the agreement of Members generally
5. Termination of Membership: Member's may terminate Membership at any time upon 60 days advance written notice of termination and shall comply with the obligations in effect at the time of termination.
  - A) A Non-Performing Member wishing to terminate membership must demonstrate their complete inability to perform obligations to a Validator assigned by the Service Provider.

### Amendments

1. Amendments to this Agreement require a majority in number of Members.
2. Amendments in conflict with the Aim and Principles are subject to veto by a majority in number of Guardians.
3. All Members enter into this agreement in good faith and hold harmless Members of the Economic Commons.

### Entirety

This agreement represents consent to the entirety of a mutual agreement between Members to the expressed common purpose and no other.

## **Notices**

Any notice given by the Members shall be valid only if delivered via the contact information for the Guardians.

## **Official Signatories**

In WITNESS WHEREOF, the duly authorized Guardians of the Ubuntu Economic Commons sign this agreement on the dates indicated below, and agree to abide by the terms of this agreement.

1. Member Class or Witness: (Guardian, General Member, Platform Service Provider)
2. Full Name:
3. Contact Information or Service: (e.g. email or phone number)
4. Proof of Identity: (e.g. Passport number and country or other proof)
5. Date of Signing:
6. Signature or Hash:

## **Agreement Notices**

1. This Agreement (UBECA v1.0) is based on the Grassroots Economics [Commons License \(GECL\) v1.0 \(en\)](#) and changes have been made according to our needs. The GECL v1.0 is maintained by Grassroots Economics Foundation at <http://docs.grassecon.org> and can be reached at tel: +254757628885 mail: PO Box, 1659-80108 Kilifi Kenya email: [info@grassecon.org](mailto:info@grassecon.org)
2. The GECL v1.0 is a Copyright © 2021 of Grassroots Economics Foundation
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## **Annex: Terms of Service**

### **Ubuntu Economic Commons DAO Terms of Service**

Last modified: May 1, 2022 @ 18:31

#### **1. Acceptance of Terms**

Ubuntu Economic Commons DAO and its Ubuntu EcoCoin (UBEC) facilitate access and participation in digital infrastructures that economically empower small farms and communities to achieve economic freedom in their transition towards human-scaled sustainable ecological farming practices as well as towards local food sovereignty

The Ubuntu EcoCoin (UBEC) is a utility token of the Ubuntu Economic Commons. The UBEC token and other tools provide a “gateway” to digital infrastructures which enable individuals, communities or organizations to participate in the activities of Ubuntu Economic Commons DAO as stated the Ubuntu Economic Commons Agreement (UBECA) v1.0 (en).

To create issue, trade, exchange and barter Ubuntu EcoCoin (UBEC) utility tokens or other digital representations we have chosen the Stellar Network. UBEC utility tokens are available via the Stellar decentralized exchange (SDEX) using various interfaces or digital tools.

The Ubuntu Economic Commons Site (<https://ubec.network>), and any other features, tools, materials, any Open Source Software, or other services offered from time to time are referred to here as the “Service.” Note however, that the Ubuntu Economic Commons DAO is an experimental prototype and its use involves a high degree of risk. There are numerous ways the Project, Software and Service or related digital infrastructures could fail in an unexpected way, resulting in the total and absolute loss of all of your funds.

Please read these Terms of Service (the “Terms” or “Terms of Use”) and the Ubuntu Economic Commons Agreement (UBECA) carefully before using the Service or trading, exchanging and bartering Ubuntu EcoCoin (UBEC) or participating in the activities of the Ubuntu Economic Commons. By using or otherwise accessing the Service, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms and (2) any additional terms, rules and conditions of participation issued from time to time. If you do not agree to the Terms, then you may not access or use the Content or Service or participate in the activities Ubuntu Economic Commons DAO.

These Terms may be discretionarily modified or replaced at any time, unless stated otherwise herein. The most current version of these Terms will be posted on the Site with the “Last Revised” date at the top of the Terms changed. Any changes or modifications will be effective immediately upon posting the revisions to the Site. You shall be responsible for reviewing and becoming familiar with any such modifications.

You waive any right you may have to receive specific notice of such changes or modifications. Use of the Service by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you do not agree to the Terms in effect when you access or use the Service, you must stop using the Service.

## **2. Eligibility**

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

By accessing the Content or Service, you are representing and warranting that, you are of the legal age of majority in your jurisdiction as is required to access such Service and Content and enter into arrangements as provided by the Service. You further represent that you are otherwise legally permitted to use the service in your jurisdiction including owning cryptographic tokens of value, and interacting with the Service or Content in any way. You further represent you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that Ubuntu Economic Commons DAO or any of the Ubuntu Economic Commons DAO Volunteers, Employees or Freelancers (as defined below) are not liable for your compliance with such laws. Finally, you represent and warrant that you will not use the Service for any illegal activity.

## **3. Representations, Warranties, and Risks**

### **3.1. No Representation or Warranty.**

You expressly understand and agree that your use of the Service is at your sole risk.

(A) ALL PERSONS, ENTITIES, AGENTS, AND VOLUNTEERS INVOLVED WITH THE CREATION OF THE UBUNTU ECONOMIC COMMONS DAO, ITS DIGITAL INFRASTRUCTURE AND SOFTWARE MAKE AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE UBUNTU ECONOMIC COMMONS ACTIVITIES, DIGITAL INFRASTRUCTURE AND SOFTWARE AND UBEC UTILITY TOKENS, UBUNTU ECONOMIC COMMONS DAO VOLUNTEERS AND ALL RELATED ENTITIES AND AGENTS SPECIFICALLY DO NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SECURITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE UBUNTU ECONOMIC COMMONS DAO VOLUNTEERS, EMPLOYEES, FREELANCERS OR ANY RELATED ENTITIES OR PERSONS OR AGENTS DO NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY RELATED INFORMATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

### **3.2. Disclaimer of Fiduciary Duties**

TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED HEREIN OR APPLICABLE PROVISIONS OF LAW OR EQUITY OR OTHERWISE, THE PARTIES HERETO HEREBY AGREE TO ELIMINATE ANY AND ALL FIDUCIARY DUTIES THE UBUNTU ECONOMIC COMMONS DAO VOLUNTEERS, EMPLOYEES, FREELANCERS OR ANY RELATED ENTITIES OR PERSONS AND AGENTS MAY HAVE TO THE USER, ITS AFFILIATES, OR THE END USERS OF THE SERVICE, THE SITE OR ITS CONTENT, PROVIDED THAT SUCH EXCLUSION OR LIMITATION OF LIABILITY SHALL NOT EXTEND TO MISAPPROPRIATION OF ASSETS OR FUNDS OF THE USERS, ITS AFFILIATES, OR THE END USERS OF THE SERVICES, SITE OR CONTENT PROVIDED BY THE UBUNTU ECONOMIC COMMONS DAO VOLUNTEERS OR ANY RELATED ENTITIES AND AGENTS OR OTHER ACTS OR OMISSIONS THAT CONSTITUTE A BAD FAITH VIOLATION OF THE IMPLIED CONTRACTUAL COVENANT OF GOOD FAITH AND FAIR DEALING.

### **3.3 Sophistication and Risk of Cryptographic Systems**

By utilizing the Service or interacting with the Content in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, like Stellar (XLM), Ether (ETH), Bitcoin (BTC) smart contract based tokens such as those that follow the Ethereum Token Standard, and blockchain-based software systems.

By using the Service, you acknowledge and agree that Ubuntu Economic Commons DAO Volunteers or related entities are not responsible for operation of the underlying software and networks that there exists no guarantee of functionality, security, or availability of such software and networks. You acknowledge and agree that Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below) or related entities assume absolutely no responsibility whatsoever in respect of any underlying software protocols such as the Stellar Network, or other Blockchains, whether Forked or not.

### **3.4 Risk of Regulatory Actions in One or More Jurisdictions**

The Ubuntu Economic Commons DAO Activities and Software, Ubuntu Economic Commons DAO, UBEC utility tokens and Cryptocurrencies used in the ecosystem and digital infrastructure could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below) or related entities to continue to develop, or which could impede or limit your ability to access or use the Service, including access to your funds.

### **3.5 Risk of Weaknesses or Exploits in the Field of Cryptography**

You acknowledge and understand that Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies and Service or Content, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, it is

intended to update the protocol underlying the Service to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Service or accessing Content, you acknowledge these inherent risks.

### **3.6 Utility Tokens and the Volatility of Cryptocurrency**

You understand that the Stellar Network and other blockchain technologies and associated utility tokens or cryptocurrencies are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Stellar Network blockchain. You acknowledge these risks and represent that Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person cannot be held liable for such fluctuations or increased costs.

### **3.7 Application Security**

You acknowledge that the Ubuntu Economic Commons DAO, its digital infrastructure and Software is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Services or Content. This warning and others later provided by Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Service or Content.

### **3.8 Website Accuracy**

Although it is intended to provide accurate and timely information on the Site and other tools making up the Ubuntu Economic Commons DAO Activities, Digital Infrastructure and Software, the Site (including, without limitation, the Content) or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort 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, and all decisions based on information contained on the Site or relevant tools are your sole responsibility and Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by any entity. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Site or available via other relevant tools.

### **3.9 Technical Knowledge**

Any use or interaction with the Ubuntu Economic Commons DAO Activities, Digital Infrastructure and Software outside the Ubuntu Economic Commons environment (e.g.

direct access of SDEX interfaces, NFT marketplaces etc), requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed and not listed above. You represent and warrant that you possess relevant knowledge and skills.

#### **4. Indemnity**

You agree to release and to indemnify, defend and hold harmless Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees, fees or penalties imposed by any regulatory authority and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your violation of any law, rule, or regulation, or the rights of any third party, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Each of the Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person reserve the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person in the defense of such matter.

#### **5. Limitation on liability**

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE, SERVICE AND RELATED DIGITAL INFRASTRUCTURE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE AND RELATED DIGITAL INFRASTRUCTURE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, SERVICE AND RELATED DIGITAL INFRASTRUCTURE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CITYSTATESDAO VOLUNTEERS NOR ANY RELATED ENTITIES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF ANY OF THE UBUNTU ECONOMIC COMMONS DAO VOLUNTEERS, EMPLOYEES, FREELANCERS OR ANY RELATED ENTITIES OR PERSONS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS;

FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST;

TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **6. Our Proprietary Rights**

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by a relevant entity, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Service, in whole or in part.

## **7. Links**

The Service provides, or third parties may provide, links to other World Wide Web or accessible sites, applications or resources. Because none of the Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person have control over such sites, applications and resources, you acknowledge and agree that Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Ubuntu Economic Commons DAO Volunteers, Employees, Freelancers (as defined below), related entities or person shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **8. Termination and Suspension**

Ubuntu Economic Commons DAO may terminate or suspend all or part of the Service and your Ubuntu Economic Commons Activities, Digital Infrastructure and Software access immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your access, your right to use the Service will immediately cease.

The following provisions of the Terms survive any termination of these Terms: INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD-PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

## **9. No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in these Terms or in the Ubuntu Economic Commons Agreement (UBECA), there shall be no third party beneficiaries to the Terms.

## **10. Notice and Procedure For Making Claims of Copyright Infringement**

If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide a written Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## **11. Arbitration and Class Action Waiver**

### **11.1 Initial Dispute Resolution**

The parties agree shall use their best efforts to engage directly to settle any dispute, claim, question, or disagreement and engage in good faith and fair negotiations which shall be a condition to either party initiating an arbitration.

### **11.2 Binding Arbitration**

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitrator's decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone or video conference and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The

prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this section 13.2 is invalid or unenforceable, that provision shall be severed and the other parts of this section 13.2 shall still apply. In any case, the remainder of this Agreement, will continue to apply.

## **12. General Information**

### **12.1 Entire Agreement**

These Terms (and any additional terms, rules and conditions of participation that may be posted on the Service) constitute the entire agreement with respect to the Service and supersedes any prior agreements, oral or written. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.

### **12.2 Waiver and Severability of Terms**

The failure of any entity to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

### **12.3 Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **12.4 Section Titles**

The section titles in the Terms are for convenience only and have no legal or contractual effect.

### **12.5 Communications**

Users with questions, complaints or claims with respect to the Service may contact us using the provided social media accounts and messengers.

## **13. Prohibited Use**

You may not use the Service to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not

exhaustive. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us using the provided social media accounts and messengers. By opening using the Service provided here, you confirm that you will not use this Service to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud Ubuntu Economic Commons DAO Activities and Software or Digital Infrastructure users, or any other person; provide any false, inaccurate, or misleading information.
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Ubuntu Economic Commons DAO intellectual property, name, or logo, including use of Ubuntu Economic Commons DAO trade or service marks, without express consent from Ubuntu Economic Commons DAO or in a manner that otherwise harms Ubuntu Economic Commons DAO; any action that implies an untrue endorsement by or affiliation with Ubuntu Economic Commons DAO.
- You may not use the portal to participate in the sale on our website if you are a resident or citizen of The United States of America, Syria, Sudan, Crimea, North Korea, Iran, or Cuba.

#### **14. Eligibility**

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

- are 18 years of age or older;
- are not barred to use the Services under any applicable law;

- You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties or persons.
- are not identified as a “Specially Designated National” by the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”) or placed on the U.S. Department of Commerce’s Denied Persons List;
- are either (a) using the Services only for your own personal use or (b) using the Services for another entity with authorization from such entity, and you have authority to agree to and do agree to these Terms of Service on behalf of such entity;
- and will comply with these Terms of Service and all applicable local, state, national, and international laws, rules, and regulations in your usage of the Services;
- understand that this is not an investment into a company but represented participation of the DAO in development of Ubuntu Economic Commons;
- are not only encouraged but expected to become actively involved in the development, voting and promotion of the project.

**If you do not meet all of these requirements, you must not access or use the Services or Participate in Ubuntu Economic Commons Activities.**