

Terms & Conditions

KYVE Grants Program (“KGP”) of the KYVE Foundation

Version: 1.0 (PHASE 0) | Last updated: 15 May 2024

1. General

The KYVE Foundation, a foundation governed by the laws of Switzerland (the “**Foundation**”) with registered office in Zug, Switzerland, is pleased to launch the first phase of the KYVE Grants Program (“**KGP**” and/or “**Program**”). The Foundation intends to start the Program in a Phase 0 (interim grants process) (“**Phase 0**”) as a DAO related grant program pursuant to these terms (the “**Terms**”).

The mission of the Foundation is to develop and foster the KYVE community (“**KYVE Community**”) as well as the technology it requires, training and educating around the KYVE Network tech stack, and promoting public awareness regarding the KYVE Network and its use cases. To this aim, the Foundation will provide support and financing (via grants) for appropriate research and development activities as well as organise and support workshops, hackathons, developer events, etc. for KYVE Network participants and interested developers.

The Foundation takes the governance and voting outcomes of the KYVE DAO, a decentralised collective of various participants in the KYVE Community which uses the KYVE Token (“**\$KYVE**”) as a means of governance (the “**KYVE DAO**”) into account for its own decision-making (social signalling) which is a DAO operating within the Foundations framework.

The following Terms govern the Program, any application to a grant during the Program (the “**Grant**”) by a grant applicant (the “**Grant Applicant**”) and the Grant awarded by the Foundation to a grant recipient (the “**Grant Recipient**”). Additional details and application guidelines of the Program, as amended from time to time, shall be published on the [Foundation’s website / KYVE’s governance forum on “Commonwealth”](#) (the “**Website**”) and shall supplement these Terms. In the event of any inconsistencies, these Terms shall prevail.

2. Scope of Terms

These Terms govern the grant application (the “**Grant Application**”), the grant selection, the grant awarding as well as the Grant itself. By applying for a Grant herein, the Grant Applicant agrees to be bound by these Terms. If the Grant Applicant is applying for a Grant on behalf of an entity (such as its employer), the Grant Applicant represents and warrants that it has the authority to bind such entity to these Terms. In that case, Grant Applicant / Grant Recipient will refer to that company or other legal entity. The Grant Applicant represents and warrants that they are at least 18 years old (or, where applicable, of an age that meets such other higher minimum age limit as required in the laws of their jurisdiction) and have the full right, power, and authority to enter into and comply with these Terms.

3. The Program and its Mission

The Phase 0 of the KYVE Grants Program is launched as an interim program which aims to provide dedicated funding towards positive KYVE Community contributions, foster innovation around KYVE Network and data and tooling, and further spread awareness around KYVE’s

solution for supporting future Web3 developments. The Foundation brings forward the KYVE Grants Program with a phased approach, ensuring transparency and community involvement throughout the decentralisation of the program. This stands in line with the Foundation's commitment to fostering a collaborative, decentralised, and inclusive community.

Phase 0 of the KYVE Grants Program is designed as an introductory step to this support of the KYVE Community's growth, providing a general grant application template for projects to already start applying, as well as the initial application process. The Phase 0 of the KYVE Grants Program is a broad, open-end grant program, which focuses on building a truly decentralised, open-source KYVE user and developer community. Phase 0 of the Program has no fixed scope for application types, but Grant Applications must contribute to/be useful for the KYVE community in a positive way, for instance by advancing decentralisation efforts, driving use cases for KYVE, etc.

The Program contains two Grant possibilities:

- **Request for Proposal** (the "**RFP Grant**"): Applying for RFP Grants involves responding to funding opportunities for specific projects or completing Statements of Work (the "**SOW**") provided by the Foundation, according to project guidelines provided by the Foundation. RFP Grant Applications shall contain the proposed project description, proposed budget, use of funds, project development milestones, team members and a short description how the specific project development milestones will be achieved.
- **Request for Funding** (the "**RFF Grant**"): Applying for RFF Grants involves asking the Foundation to fund new work as defined by the Grant Applicant itself. Applications shall contain a detailed project description, budget, use of funds, project development milestones, team members and a short description how the specific project development milestones will be achieved. Applicants are required to state how their RFF Grant will benefit the KYVE community as a whole and the Foundation's mission as outlined above.

It is in the sole discretion of the Foundation to allocate the available funds for each Phase of the Program in RFF Grants and/or RFP Grants and to set monetary limits for single Grants. For Phase 0, each RFF Grant and/or RFP Grant is limited to an equivalent value of USD 50,000.

4. Grants – General Rules

All Grants approved by the Foundation (taking into account the KYVE DAO voting outcome) are subject to the completion of a grant agreement (the "**Grant Agreement**") by and between the Grant Applicant and the Foundation.

All Grant payments are subject to the completion of any prescribed deliverables (achievement of milestones), restrictions or other conditions as indicated in the respective Grant Agreement. Approved Grant Recipients will be paid out a specific amount in \$KYVE, \$USDC, USD, EUR or CHF on a milestone / vested basis throughout the time of development. These Terms, any SOW (if applicable), the project description, the Grant Agreement together with all its schedules and annexures, will form the entire agreement and will bind both the Foundation and the Grant Recipient for the purposes of the Grant.

The Grant Recipient shall use the Grant only for the specified purpose as detailed in the Grant Agreement and in line with the mission and the purpose of the Foundation as outlined in the mission statement above and as set out in the purpose of the Foundation. The Grant shall be used to complete the deliverables within the time-frame set out in the Grant Agreement and there shall be no variation without the Foundation's prior written approval.

The Foundation shall not be obligated to continue funding or provide further Grants beyond what is set out in the Grant Agreement.

Grant Recipient shall perform the project and complete the deliverables and/or milestones to the Foundation's satisfaction. If the Grant Recipient fails to perform the project and deliver the agreed milestones and/or deliverables to the Foundation's satisfaction, the Foundation shall be entitled to

withhold the disbursement of the Grant (or any portions of it) and/or reclaim the distributed Grant (or any portions of it), if applicable.

5. Eligibility for Grants

All Grant Applicants must either be (i) an adult of at least 18 years old (or, where applicable, of an age that meets such other higher minimum age limit as required in the laws of their jurisdiction) with a track record in their related industry; (ii) an established corporation with a track record in its industry and in good legal standing; (iii) Universities/Professors/Researchers/Students from academic institutions, all of who are legally able to enter into these Terms.

Citizens or legal residents of the United States of America shall not be eligible to participate in the Program. By participating in the Program, Grant Applicants affirm that they are not citizens or legal residents of the United States of America, and understand that any misrepresentation of citizenship status will result in disqualification from consideration.

Grant Applicants shall not apply for a Grant under this Program if there are legal restrictions in their country of residence or domicile for entering into these Terms or receiving a Grant. It is the applicants' sole responsibility to ensure that their participation in the Program is not prohibited by any applicable law, regulation or rule in their country of residence or domicile.

Grant Applicants are not eligible to receive Grants, if they are domiciled in or resident of, or physically present / located in Ukraine, Russia, Cuba, Iran, North Korea, Syria or any other country to which the United States, the United Kingdom, the European Union and Switzerland embargoes goods or imposes similar sanctions and jurisdictions in which the Program and/or the purchase, sale, recipient and trading of tokens, or tokens from the is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction (the "**Excluded Jurisdictions**").

Further, Grant Applicants are not eligible to receive Grants, if they are being listed on the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organisations, or any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List or the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions.

Grants Applicants do not intend to transact with sanctioned persons and/or any other person in any Excluded Jurisdiction with regard to the Grant received.

In connection with and prior to the conclusion of the Grant Agreement, the Grant Applicant shall provide the Foundation with all information, and shall execute and deliver to the Foundation any and all other transaction documents, in each case reasonably requested by the Foundation. Further, the Grant Applicant shall promptly provide the Foundation with the Grant Applicants wallet address / bank details and the documents requested by the Foundation to fulfil its documentation requirements under any applicable customer due diligence ("**CDD**"), know your customer ("**KYC**") and anti-money laundering ("**AML**") regulations or requirements. The Foundation may require Grant Applicants to furnish such documents and personal information so as to prove their identity, status, and/or eligibility for the Program. The Foundation reserves the right to reject applications or eligibility for a Grant if applicants are unable to furnish such documents or information to the Foundation's satisfaction.

The Foundation shall have the unfettered right to disqualify any application, change the nature of any Grant (including awarding cash instead of tokens or vice versa) and/or require the termination or refund of any Grant to the Foundation if an applicant does not comply with these Terms and/or the Grant Agreement, in the event of any illegality or if mandatory compliance with any applicable law is required.

The following Grant Applicants are not eligible to participate in the Program:

(i) the Foundation and its council members or any of their subsidiaries or related companies / persons;

- (ii) employees and contractors of the Foundation and members of commissions (native bodies) of the Foundation or any of their subsidiaries or related companies / persons;
- (iii) employees and contractors of service providers of the Foundation; and
- (v) Grant Applicants who have already received Grant(s) within the past 12 months under the Program with a total value above USD 200,000.

There is neither a right to be accepted as a Grant Applicant nor do Grant Applicants have a right to claim a Grant towards the Foundation. Rejections do not need to be justified by the Foundation.

6. Grant Application Process

The Grant Applicant must follow the following steps in order to submit an application for a Grant:

Step 1 - Pre-Application Information

Grant Applicants are required to familiarise themselves, remain updated and conform with the documentation and information published in these Terms and on the Website (kyve.foundation) / Commonwealth (<https://commonwealth.im/kyve/discussions>), including the application process, the proposal and application form, as amended from time to time at the full discretion of the Foundation. The Program and Registration period shall commence on 15 May 2024.

Step 2 - Submit Grant Application

To apply for a Grant, Grant Applicants must fill out the prescribed proposal template as available under (<https://commonwealth.im/kyve/discussion/17304-kyve-grants-program-phase-0>) and submit their proposal to KYVE's official governance forum under Grant Applications. Applications that do not respect the Grant Application template will be disregarded.

Grant Applicants shall fill out the full proposal template that describes the project team, any relevant experience, the funding status, the specific grant strategy that is being applied for and the proposal on delivering the final product or solution. Grant Applicants are also required to estimate the time and expenses required to complete the project and describe in detail what the application does and how it enhances or contributes to the KYVE Community. Furthermore, they shall outline how to achieve the Foundation's mission and to strengthen the Foundation's purpose. Applicants are required to disclose their reasons and interest behind their proposed project. Grant Applications will be accepted in the English language (translated versions are also accepted). Any incomplete/inaccurate entries shall be invalid. Incomplete, illegible, corrupted, unrecognisable formats and untimely entries or submissions will be void and disqualified. All proposals shall follow the structure and order of information as described on the Website.

The Grant Applicant herewith consents and agrees that all personal data shall be collected, used and disclosed to others in accordance with the Foundation's privacy at: <https://kyve.foundation/resources/privacy.pdf>

Individuals applying on behalf of an organisation shall obtain all required corporate authorisations to bind their organisation to these Terms and provide evidence of such corporate authorisations upon request.

Upon completion of the template, Grant Applicants must initiate a discussion thread on Commonwealth, presenting their proposal for community review and feedback.

Initial feedback from the community on the grants application and questions will be posted on Commonwealth and responses and can be expected within ten (10) business days of posting.

Step 3 - Vote by KYVE DAO (signalling effect on Foundation Council)

In the absence of an official grant committee in Phase 0 of the Program, Grant Applications are to go through on-chain voting by the KYVE DAO in which Grant Applications are being voted on by KYVE token holders and delegates. After the community discussion period of ten (10) business days, the KYVE Foundation itself will put the application up for voting if no objection is apparent. The voting process follows the governance framework which can be found under https://docs.kyve.network/community/governance_advanced/best_practices.

Step 4 – Review and Evaluation by the Foundation Council

The Foundation Council has the right (at any time) and at the Foundation Council's full discretion to immediately reject the Grant Application if the eligibility requirements as outlined above in Section 4 of these Terms are not met.

Within 20 business days after the KYVE DAO Governance vote, the Foundation Council will evaluate the Grant Application and make a determination if a Grant will be made as set forth in Section 6 of these Terms.

Further communication may also be required to determine specific details around timelines, deliverables, milestones, and Grant dates. During the evaluation process, the Foundation Council may reach out to Grant Applicants by telegram, email and/or any other device to get more details or schedule a conference call to discuss the proposed project under review further.

The Grant Applicant is required to respond to requests for information and inquiries within two (2) business days during the evaluation period, failing which the Grant Applicant may be deemed to have withdrawn the Grant Application.

If at any time any information provided by a Grant Applicant is found to be false or misleading in any manner, the Grant Applicant will be disqualified from the Program and may not receive Grants and shall be liable, on written demand, to return any Grants awarded under the Program.

It is in the sole discretion of the Foundation Council to award a Grant Applicant with a Grant or not.

Step 5 – KYC & AML Checks

As a condition for receiving the Grant Agreement, the Grant Applicant shall promptly provide the Foundation with the documents and information reasonably requested by the Foundation to fulfil its documentation requirements under any applicable customer due diligence (“**CDD**”), know your customer (“**KYC**”) and anti-money laundering (“**AML**”) regulations or requirements. The Foundation reserves the right to designate a service provider to carry out the KYC and AML screening processes.

Step 6 – Grant Agreement

Once the KYC and AML Checks have been passed, the Grant Applicant will receive its Grant Agreement. All Grants approved by the Foundation Council are subject to the completion of a Grant Agreement by and between the Grant Applicant and the Foundation. Upon entering into the Grant Agreement, Grant Applicant becomes a Grant recipient (the “**Grant Recipient**”).

7. Grant Evaluation

Grant Applications will generally be judged on creativity, community feedback, general usefulness, conformity to the purpose of the Foundation and technical quality (including documentation). In addition, consideration will be given to how the project would benefit the KYVE Community as a whole and the Foundation's mission. The Foundation has the right to substantiate/audit/verify all Grant Applicant's details/information provided.

It is in the sole discretion of the Foundation Council to award a Grant Applicant with a Grant or not. Any decisions made by the Foundation Council do not have to be justified and the Grant Application has no right to explanation. Grant Applicants will receive the final decision of the Foundation Council. All decisions made by the Foundation Council are final and any disputes will not be entertained. All decisions of the Foundation Council on all matters relating to the Program are final and binding on all Grant Applicants. In the event that a Grant Applicant should disagree with any of these Terms or any decision made by the Foundation Council, such person will have the right to withdraw its Grant Application and not enter into the Grant Agreement.

8. Award of a Grant

The payout schedule for Grants is subject to the fullest discretion of the Foundation Council. The Foundation Council can take into account the payment terms and process of KYVE DAO's latest vote and will be tailored to the specific Grant Application. Grants may be made in a single lump-sum distribution to the Grant Recipient's wallet address or bank account provided by the Grant Recipient. Grants may also be distributed across milestones and in tranches. In case of crypto payments, the Foundation has the possibility to conduct a test transfer. The Foundation is not liable for any loss or theft of secret keys or any other mishap relating to Grant Recipient's Grant, wallets, etc. for any reason whatsoever.

All taxes, duties and fees associated with the Grant Agreement shall be borne by the party with whom they are incurred or to whom they must be passed on by law.

In the event that a Grant Applicant fails to countersign the Grant Agreement and/or fails to claim its Grant once milestones are approved or is uncontactable within 30 days of the relevant date of distribution, the Foundation reserves the right to withdraw the Grant and/or terminate the Grant Agreement.

Grant Recipients may be required to provide certain personal information to facilitate receipt of the Grant, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. Grant Recipients are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Grant to relevant government departments/agencies or tax authorities, if necessary. The Foundation reserves the right to withhold a portion of the Grant amount to comply with the tax laws of any jurisdiction.

9. Acceptable Use Policy / KYVE Code of Conduct

Grant Applicants may not take any action to interfere with the Program or abuse, manipulate or insert any code or product in a manner to manipulate the Program in any way. Grant Applicants are required to comply with all statutes, orders, regulations, rules, and other laws applicable. In addition, the Foundation expects all Grant Applicants and Grant Recipients to respect the rights and dignity of others. The award of any Grants is conditioned on Grant Applicants and Grant Recipients compliance with the rules of conduct set forth in this Section 8 and the Code of Conduct of the Foundation.

Grant Applicants and / or Grant Recipients shall not nor cause or encourage others for any illegal, harmful, fraudulent, infringing, or objectionable activities, including but not limited to the following list of prohibited activities:

1. Any act which might bring the Foundation, KYVE DAO and its affiliates into public disrepute;
2. Grant Applications that would infringe any applicable laws and regulations, including Anti Money Laundering / Countering of the Financing of Terrorism laws and regulations;
3. Information and/or content in any submission or application that is illegal or criminal, false, fraudulent, deceptive, misleading, defamatory, threatening, libellous, slanderous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual or any third party;
4. Disrupting, manipulating, or degrading the operation of the Program;

5. Phishing, spamming, or pharming;
6. Unsolicited contacting of users or other abusive behaviour;
7. Illegal advertising or fraudulent marketing activities;
8. Infringing or misappropriating the rights of others;
9. Creating a security risk for KYVE technology, the Program and/or for any Program applicant or awardee.

In the event that the Foundation discovers that Grant Applicants and/or Grant Recipients have engaged in unfair, conflicting, excessive or abusive usage or conduct, the Foundation reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Foundation and/or the KYVE DAO from losses, damages, harm or degradation of any form and manner, including publishing their disqualification from the Program and requiring the immediate return of any Grants awarded to the Grant Recipient under the Program.

10. Ownership & Intellectual Property

The Foundation will not own the content or copyright Grant Applicants submit. Nevertheless, the Foundation does require certain assurances from applicants in order for Grant Applicants to be qualified to receive a Grant.

Grant Applicants represent and warrant that their Grant Application, submissions, and entries to the under the Program:

1. is Grant Applicants' own original work with no other person or entity having any right or interest in it;
2. does not infringe the intellectual property right or any other rights, including but not limited to copyright, trademark, patent, trade secret, contracts and/or privacy rights of any third party;
3. all third party intellectual property rights are clearly identified;
4. that Grant Applicant possess and controls all rights necessary to submit the Grant Application irrevocably and without restriction to the Foundation, and
5. that publication of press releases and relevant information by the Foundation via various media, including web posting and social media, will not infringe on the rights of any third party.

Grant Applicants and/or Grant Recipients herewith agree to hold harmless and indemnify the Foundation against any such third-party claims.

Grant Applicants and/or Grant Recipients may use open source software provided such usage complies with the respective open-source software license terms.

It is a condition for all Grants, that Grant Recipients generally agrees to make all materials, data, processes, documents, deliverables, results, information, discoveries, inventions, improvements, know-how and the like conceived, created, developed or generated by, during the course of, and as a result of, completing the deliverables under the Grant Agreement, whether or not patentable, and all related patent, copyright and other intellectual property rights in any of the foregoing (collectively the "**Inventions**") available to the public and published under an open source license approved by the Open Source Initiative (e.g. MIT, Apache 2.0 or GNU General Public License).

The Foundation can (at its own discretion) decide that a Grant Recipient does not have to follow the open-source requirements. In such a case, the Grant Recipient is required to ensure that the Foundation is granted a worldwide license as outlined below.

The Grant Recipient grants to the Foundation and all related and/or affiliated parties of the Foundation (including BCP Innovations UG) the irrevocable, royalty-free and transferable right to freely use, exploit, copy, modify, and further develop the Inventions.

Further, Grant Applicants and/or Grant Recipients hereby grant to the Foundation and all related and/or affiliated parties of the Foundation (including BCP Innovations UG) the right and permission

to publish, broadcast, and/or otherwise use or reuse all information and materials relating to the Grant Applicants submission and arising out of the participation in this Program (the “**Content**” / the “**Documentation**”) in any media (including any social media) throughout the world for promotional or DAO ecosystem building purposes without additional review, compensation, or approval from Grant Applicants and/or Grant Recipients.

Grant Applicants and/or Grant Recipients grant the Foundation and all related and/or affiliated parties of the Foundation the right to modify or translate any Content for promotional or DAO ecosystem building purposes.

Grant Applicants and/or Grant Recipients shall ensure that their Content will not contain third-party copyrighted material or material that is subject to other third-party proprietary rights unless Grant Applicants have permission from the rightful owner of the material, or Grant Applicants are otherwise legally entitled to post the material (and to grant to the Foundation all the license rights outlined here). By submitting the Content, applicants represent that they are legally allowed to share the Content with the Foundation. Grant Applicants will pay all royalties and other amounts owed to any person or entity based on their Content, or on the Foundation’s hosting of that Content.

Grant Applicants and/or Grant Recipients hereby waive any rights of publicity, rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Foundation’s use of the Content or Inventions for promotional or for KYVE Community building purposes.

Grant Applicants and/or Grant Recipients are responsible for the Content and the Inventions. All information, Content and Inventions submitted to the Foundation, whether publicly posted or privately transmitted, are the sole responsibility of the Grant Applicant.

Grant Applicants and/or Grant Recipients agree and acknowledge that many applications shall be developed during this Program and that such applications may be similar or identical in theme, idea, format or other respects to others developed in this Program. Applicants acknowledge and agree that the Foundation does not have now, nor shall they have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right belonging to a Grant Applicant. Grant Applicants and/or Grant Recipients agree and acknowledge that their ideas, Contents, Inventions may be available to third parties and they might copy these ideas, Contents, Inventions. The Foundation has no obligation to protect any Content of the Grant Applicant and/or Grant Recipient.

11. Foundation Responsibilities

The Foundation shall not be liable for any damages or losses related to the Grant Applicants’ participation in the Program. The Foundation does not become involved in disputes between Grant Applicants, or between a Grant Applicant and any third party relating to the Program. The Grant Applicants and/or Grant Recipients release the Foundation from any and all claims, damages, losses, and demands of every kind, known or unknown, special or consequential, directly or indirectly incurred by the Grant Applicants and/or Grant Recipients. All content the Grant Applicants and/or Grant Recipients access through this Program is at their own risk. Grant Applicants and/or Grant Recipients are solely responsible for any resulting damage or loss to any party.

12. Other Websites

The Website may contain links to other websites. When Grant Applicants and/or Grant Recipients access third-party websites, they do so at their own risk. The Foundation and the KYVE DAO do not control or endorse those sites. Information Grant Applicants and/or Grant Recipients provide to those third parties is governed under their privacy policy, if any, not the Foundation’s.

13. Foundation's Intellectual Property

An award of a Grant shall not entitle Grant Recipient to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names such as the use of the word "KYVE DAO" and "KYVE Community", Internet domain names or copyright in connection with the Program, the Foundation and the KYVE Community. The Foundation's trademarks shall not be incorporated in the submissions without the Foundation's prior written consent. There are no implied licenses under these Terms, and any rights not expressly granted to Grant Applicants and/or Grant Recipients hereunder are reserved by the Foundation.

If Grant Applicants and/or Grant Recipients want to use, reproduce, modify, distribute, or store any such copyrights and trademarks of the Foundation for any purpose, applicants need prior written permission from the Foundation.

14. Disclaimer / Limitation of Liability

Except for any liability that cannot be excluded by law, the Foundation and related/and or affiliated companies, together with their officers, directors, employees, agents and representatives exclude any and all liability (including negligence) for any personal injury or for any loss or any damage (including loss of opportunity-profit) whether direct, indirect, special or consequential, arising in any way out of or in connection with the participation in the Program, including, but not limited to:

1. abortion of the Program and any distributions of Grants;
2. failure, malfunction or breakdown of, or disruption to, the operations of the Foundation, the KYVE DAO technology or any technology on which the Foundation, the Program relies on, due to occurrences of hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
3. any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference or any virus, error, bug, flaw, defect or otherwise adversely affecting the Program;
4. failure to disclose information relating to the progress of the application;
5. any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction relating to the Grant Applicant's participation in the Program and receipt of any Grants;
6. any entry, submission or other correspondence that is late, lost, altered, damaged, incomplete, illegible or misdirected (whether or not due to any reason beyond the reasonable control of the Foundation);
7. any variation in the market value of a Grant, the number of tokens awarded or the use of a prize;
8. any tax or regulatory liability; and
9. all other risks, direct, indirect or ancillary, whether in relation to the participation in the Program, the award of Grants, or the Grant Applicants's Content and Inventions which are not specifically or explicitly contained in or stated in these Terms.

Tokens are digital cryptocurrencies, which are subject to a high degree of risk, volatility and illiquidity. Grant Applicants and/or Grant Recipients should make their own investigations and evaluations of digital currencies that will be delivered pursuant to a Grant. Grant Applicants and/or Grant Recipients should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding, trading and disposition of the digital currencies upon delivery, and as to the income and other tax consequences to them of such acquisition, holding, trading and disposition.

15. Indemnification

To the maximum extent permitted by the applicable laws, the Grant Applicant and/or Grant Recipient shall indemnify, defend, and hold each of the Foundation and/or related and/or affiliated

companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees (the “**Indemnified Persons**”) harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the Indemnified Persons arising out of a breach by the Grant Applicants and/or Grant Recipients of any warranty, representation, or obligation hereunder or in connection with the Grant Applicants and/or Grant Recipients participation in the Program.

16. No Partnership / Rights of Third Parties

The Foundation may, at its sole and absolute discretion, assign its rights and/or delegate its duties under the Program. Grant Applicants and/or Grant Recipients may not assign Grant Applicant’s and/or Grant Recipient’s rights or any Grant or delegate their duties, and any assignment or delegation without the written consent of the Foundation shall be null and void.

These Terms shall in no way be construed as creating the relationship of principal and agent, of partnership (including an “Einfache Gesellschaft” as defined under the Swiss Code of Obligations Article 530 Section et seq.), or of joint venture, as between Foundation and any Grant Applicant and/or Grant Recipient, or any other person or entity involved in the Program, including any applicable DAO (including the KYVE DAO). The Foundation assumes no liability for any loss or damage to any person or property arising from the Program. Grant Applicants and Grant Recipients shall not, under any circumstances, represent that they are agents of the Foundation, or any applicable DAO (including the KYVE DAO) and Grant Applicants and Grant Recipients shall take all reasonable precautions to avoid any perception that such relationship exists.

A person who is not a party to these Terms shall not have any rights whatsoever under these Terms or to enforce these Terms.

17. Representations & Warranties

By accepting these Terms, the Grant Applicant / Grant Recipient represents, warrants, and undertakes to the Foundation as follows:

1. Grant Applicant/ Grant Recipient have read, understood and agrees to all of these Terms;
2. Grant Applicant / Grant Recipient have full power and capacity to accept these Terms and perform all obligations hereunder and that their participation in this Program shall comply with the provisions of any relevant laws applicable to applicant;
3. these Terms constitute legal, valid and binding obligations on applicants, enforceable in accordance with its terms;
4. Grant Applicant/ Grant Recipient agrees and acknowledges that the Grants under the Program do not constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of capital markets product or investment. Grant Applicant/ Grant Recipient understands that they are not guaranteed any financial return or any compensation or credit for participation in the Program or use of their submission;
5. Grant Applicant/ Grant Recipient agrees and acknowledges that no regulatory authority has examined or approved of these Terms and no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction;
6. Grant Applicants/ Recipients are applying as principal and for their own benefit and they are not acting on the instructions of, or as nominee or agent for or on behalf of any other person;
7. Grant Applicant/ Recipients shall not use any Grant awarded under the Program for any illegal purpose;
8. Grant Applicant/ Grant Recipient have an understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms and blockchain technology;

9. Grant Applicants/ Grant Recipients bear the sole responsibility to determine what tax implications their receipt of Grants may have for them, and agree not to hold the Foundation for any tax liability associated with or arising therefrom;
10. Grant Applicants/ Grant Recipients waive the right to participate in a class-action lawsuit or class-wide arbitration against the Foundation;
11. Grant Applicants/ Grant Recipients will not use the Grant for transactions with sanctioned persons or persons domiciled in Excluded Jurisdictions.
12. Grant Applicants/ Grant Recipients have all right, title and interest to the submissions and deliverables provided to the Foundation under this Program and that such submissions and deliverables are their own original work. If Grant Applicants are applying on behalf of their organisation, they have obtained all required corporate authorisations to bind their organisation to the terms and conditions of this Program; and
13. all of the above representations and warranties are true, complete, accurate, and not misleading from the time of Grant Applicant's/ Grant Recipient's application and/or acceptance of these Terms and shall continue to be true, complete, accurate, and not misleading thereafter.

The Foundation does not make or purports to make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

1. the Program;
2. any information set out in the Website, Commonwealth, the channels or any other place;
3. the Funding under the Program; and
4. the Grant Applicant's Application or submission.

18. Entire Agreement

These Terms, including the other information and documents referenced herein represent the entire agreement between the Grant Applicant and/or Recipient and the Foundation with respect to the Program. They supersede all prior communications and proposals (whether oral, written, or electronic) between the Grant Applicant and/or Recipient and the Foundation with respect to the Program. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable.

19. Severability

If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

20. Governing Law and Arbitration

These Terms shall be governed by, and construed in accordance with, the substantive laws of Switzerland under the exclusion of conflict of law principles (Federal Act on International Private Law "PILA"). The application of the United Nations Convention for Contracts for the International Sales of Goods ("CISG") is hereby expressly excluded.

Any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules.

The number of arbitrators shall be three. The seat of the arbitration shall be Zug, in Switzerland, unless the parties agree on a city in another country. The arbitral proceedings shall be conducted in English.

Notwithstanding any dispute, the Parties will continue to comply with their respective obligations under these Terms.