

(51) Terms of Use & Dispute Resolution Protocols

NOTICE TO INSTITUTIONAL USERS: Access to this site by non-paying organizations (Governments, Corporations, Agencies) is subject to a strict **Conditional License**. By viewing, downloading, or auditing these materials, you automatically agree to the **Waiver of Standing** and **Exclusion of Indirect Liability** detailed in Sections 2 and 3.

1. Non-Advisory Nature & Operational Independence

Informational Scope: The materials provided constitute general informational and educational content regarding communication and standardization strategies. They do not constitute professional advice—including but not limited to legal, public relations, strategic consulting, medical, or psychological counsel—and must not be interpreted as tailored recommendations or the formation of a client-provider relationship.

Operational Autonomy: The Producer provides this framework for independent implementation; there is no provision for technical support, individualized correspondence, or ongoing maintenance obligations.

Operational Note: Users are strictly required to review the "Disclaimer" (Document 53 [REF:D53]) regarding operational risk assessments and liability limitations prior to deployment.

2. Warranty Disclaimer & Limitation of Liability

"As-Is" Provision: All materials are provided on an "as is" and "as available" basis, without warranties of any kind, express or implied. The User assumes sole responsibility for all operational choices and subsequent outcomes.

Separation of Instrument and Actor: The Producer supplies a standardized governance instrument (the "Tool"). The application, timing, and manner of deploying this Tool are determined solely by the independent Primary User (the Citizen/Owner). The Producer possesses no command authority over the User and accepts no liability for the User's independent actions.

Technical Infeasibility of Intervention: As detailed in the Privacy Policy and system design, the Tool operates via decentralized, offline deployment without user registration or central server dependency. The Producer possesses no technical capability to monitor, sanction, identify, or remotely disable a User's access. Therefore, the Producer cannot be held liable for failing to prevent specific actions, as such prevention is operationally impossible.

Exclusion of Third-Party Liability (The "Windows" Clause): Just as a software provider is not liable to a third party for how a freelancer uses their software, the Producer is not liable to any Organization, State, or Third Party for consequences resulting from a User's utilization of this framework. This includes, but is not limited to:

- Administrative burdens or processing costs.
- Systemic disruptions or "downtime."
- Fiscal impacts or budgetary shifts.

Conceptual & Forward-Looking Statements: Any references to future services, roadmaps, or compliance ratings (e.g., "Digitalization of Democracy") are explicitly defined as theoretical concepts or historical simulations for illustrative purposes only. They do not constitute a binding offer, promise of performance, or guaranteed future product availability.

Liability Cap: To the fullest extent permitted by applicable law, the Producer accepts no liability for any direct or indirect losses, damages, or operational disruptions arising from the use of or reliance upon these materials.

- **Free Use:** For non-paying Users, the Producer's total liability is strictly limited to €0.
- **Paid Features:** For Users of optional paid services, liability is capped at the total fees paid by the User in the twelve (12) months preceding the claim.

Exclusions: All indirect, punitive, exemplary, special, and injunctive relief claims are explicitly excluded.

3. Nature of Service & Contract Formation

3.1 Contract Formation (Commercial Licenses)

A binding contractual relationship (Privity) is formed *only* via the following strict sequence:

1. **Application:** The Organization submits a request for a Commercial License.
2. **Acceptance & Invoicing:** The Producer reviews and explicitly **Accepts** the application by issuing a formal Invoice.
3. **Settlement:** The Organization settles the Invoice in full.

Right of Refusal: The Producer reserves the absolute right to ignore or decline any application. If an application is refused (or not responded to), **no invoice is issued**, no funds are collected, and no contract is formed.

3.2 Distinction of Financial Interactions (The "Donation vs. Fee" Clause)

Voluntary Contributions (Donations): Any funds transferred to the Producer via donation platforms (e.g., Ko-fi, BMC) or labeled as "Donations/Support" are legally defined as **Gratuitous Gifts**.

- **No Consideration:** Donations are voluntary transfers without expectation of counter-performance, goods, or services.
- **No License Rights:** A donation **does not** purchase a Commercial License, does not grant rights of usage, and does not create a customer-provider relationship.
- **No Standing:** The act of donating, regardless of the amount or any subsequent ability to withdraw funds via payment processors, does not establish contractual Privity. Donors explicitly acknowledge that their contribution is a gift that grants no legal standing to initiate claims or arbitration.

4. Exclusive Dispute Resolution Mechanism (Arbitration)

Mandatory Arbitration: Judicial court actions are prohibited. Any dispute arising from or related to these terms shall be resolved exclusively through final, binding arbitration administered by the International Chamber of Commerce (ICC) in accordance with its Rules of Arbitration.

Limitation of Standing (Privity of Contract):

- **(a) Authorized Claimants:** Only parties with a direct relationship to the Producer (Individual Users or Paying Organizations) hold standing to initiate dispute resolution.
- **(b) Exclusion of Indirect Claims:** Organizations, Government Bodies, or Third Parties who are the *subjects* of a User's audit/action but are not paying customers of the Producer have no contractual relationship (Privity) with the Producer. Such entities explicitly waive the right to file claims against the Producer for "Indirect," "Consequential," or "Tortious" damages arising from a User's deployment of the framework.

Procedural Format:

- **Language:** The proceedings shall be conducted exclusively in English.
- **Documentation:** The arbitration shall be conducted solely on the basis of written submissions. No discovery, depositions, or oral hearings shall occur unless the tribunal deems a brief remote session strictly necessary.

Arbitrator Selection: The tribunal shall consist of one arbitrator by default, whose rates must align with the institution's standard fee schedule.

5. Jurisdictional Seat & Governing Law

Designated Seat & Governing Law: To ensure neutrality and operational security, the seat of arbitration shall be **Zurich, Switzerland**. These Terms and any non-contractual obligations arising out of or in connection

with them shall be governed by and construed in accordance with the **laws of England and Wales**, without regard to its conflict of law principles.

Venue and Remote Hearings: The parties agree that the physical presence of the parties or their representatives at the seat is not required. The Arbitral Tribunal may, at its discretion or upon request by the Producer, conduct hearings via video conference, telephone, or other remote communication means. If a physical meeting is strictly necessary, it may be held at any location agreed upon by the Producer, regardless of the designated seat.

Language & Representation: The language of the arbitration shall be English. The parties generally reserve the right to be represented by any legal counsel of their choice, regardless of the counsel's bar admission or national origin.

6. Cost Allocation & Procedural Filters (Anti-Coordination Protocols)

Fee Advancement: The claimant is strictly required to advance all institutional and arbitrator fees prior to proceedings and must provide security for costs upon request by the tribunal. Failure to do so will result in immediate dismissal without prejudice.

Fee-Shifting (Loser Pays): The non-prevailing party shall bear the prevailing party's reasonable legal fees and costs.

Settlement Offer: If the Producer issues a written settlement offer that is rejected by the claimant, and the final award is not more favorable than said offer, the claimant must pay the Producer's reasonable fees and costs incurred from the date of the offer.

Class Action Waiver: No class, collective, or representative actions are permitted. Consolidation or joinder requires the express written consent of both parties. Disputes must be arbitrated on an individual basis only.

7. Pre-Arbitration Procedural Prerequisites

The 120-Day Protocol: A claim may only be filed after a formal Notice of Dispute (maximum 2 pages) has been lodged with the administering institution and a mandatory cooling-off period of 120 days has elapsed. The Producer is under no obligation to respond until all required advances and security deposits are posted.

Service of Process: All notices must be served exclusively via the administering institution in accordance with its rules; no other method of contact is recognized.

8. Limitation Period & Severability

Statute of Limitations: Any claim must be commenced within **one (1) year** of the date the claim accrued, otherwise it is permanently barred.

Consumer Rights Preservation: Nothing in these terms limits non-waivable consumer rights or mandatory venue provisions under applicable law, where such laws strictly apply.

Severability: If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.