

DAOPAYMENTS CONSTITUTION (CHARTER)

DAO Smart Contract Address (Polygon):

0x74eB8E5B8434D91145026cf349fBE01E69080705

<https://polygonscan.com/address/0x74eb8e5b8434d91145026cf349fbe01e69080705>

PREAMBLE

We, sovereign participants in the digital domain, based on fundamental human rights to freedom of peaceful assembly and association, as guaranteed by Article 20 of the Universal Declaration of Human Rights (UDHR) and Article 22 of the International Covenant on Civil and Political Rights (ICCPR), hereby establish **DAOPAYMENTS** as an international decentralized autonomous organization (DAO).

DAOPAYMENTS is a self-regulating and self-governing structure, whose supreme law is this Constitution and its executing code. We operate as a global association, consciously beyond the bounds of national state jurisdictions, and we affirm our digital sovereignty.

ARTICLE 1. MISSION, OBJECTIVES & PRINCIPLES

1.1. Mission

To provide the global market with a neutral, decentralized, and automated infrastructure that simplifies and standardizes technical integration between Payment Service Providers (PSPs) and Merchants worldwide.

1.2. Objectives

- a) **Aggregator Platform:** Develop and maintain a unified protocol for PSP–Merchant interoperability.
- b) **Automation and Decentralization:** Deliver access to payment solutions through software, minimizing human intervention and censorship.
- c) **Transparency and Compliance:** Establish a transparent ecosystem with clear rules and embedded risk assessment tools.

1.3. Operating Principles and Limitations

- a) **Infrastructure-only Role:** DAOPAYMENTS is not a financial institution, payment gateway, money transmitter, or Virtual Asset Service Provider (VASP). The DAO does not process, store, or control fiat or crypto funds in transactions between Merchants and their customers.
 - b) **Limited Liability:** DAO liability is strictly limited to the assets held in its on-chain Treasury.
 - c) **No Third-Party Liability:** DAOPAYMENTS assumes no responsibility for the business practices, legal status, compliance, or actions/inactions of PSPs and Merchants using its infrastructure. They are independent parties, not agents or representatives of the DAO.
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ARTICLE 2. DAO PARTICIPANTS

2.1. Participant Categories

- a) **Founders:** Four (4) original participants with voting rights on key decisions as defined in Article 3. Their roles and duties are governed by the Founders' Agreement.
- b) **DAO Members:** Other participants (e.g., PSPs, Merchants, developers) interacting with the DAO ecosystem. Their rights and privileges are defined by separate on-chain rules or policies.
- c) **Observers:** Any party with access to the public blockchain data, observing DAO activity without governance rights.

2.2. Right to Anonymity

All participants have the absolute right to engage with the DAO without revealing their real-world identities. DAO identity is based solely on cryptographic keys (addresses).

ARTICLE 3. GOVERNANCE AND DECISION-MAKING

3.1. Governing Body

The initial and supreme governing body of the DAO consists of its Founders.

3.2. Decision-Making Principle

All key decisions are made through on-chain voting. A decision is approved if at least three (3) out of the four (4) Founders vote in favor.

3.3. Key Decisions Include

- a) Inclusion or removal of PSPs from the registry.
- b) Amendments to this Constitution.
- c) Authorization of DAO Treasury expenditures.
- d) Conclusion of formal agreements with external agents or representatives.
- e) Approval of strategic roadmaps or protocol architecture changes.

3.4. On-Chain Execution

All decisions under Article 3.2 must be submitted as on-chain proposals and recorded on-chain to become effective. Blockchain records are the sole and final proof of resolution.

ARTICLE 4. TREASURY AND ASSETS

4.1. On-Chain Treasury

All DAO assets are stored in a decentralized Treasury, governed by a smart contract at: <0x74eb8e5b8434d91145026cf349fbe01e69080705> (Polygon). The Treasury is transparent to all participants.

4.2. Asset Control

Treasury assets may only be utilized following approval of an on-chain proposal as outlined in Article 3.

4.3. Liability Limitation

The DAO's total liability under any claim or obligation shall in no case exceed the value of the on-chain Treasury at the time such claim is made.

ARTICLE 5. DELEGATION AND REPRESENTATION

5.1. External Representation

By Founders' decision (per Article 3.2), the DAO may authorize agents (individuals or legal entities) to carry out specific tasks, including interaction with traditional legal systems.

5.2. Limited Mandate

Any agent or representative may act only within the scope of a mandate explicitly approved by on-chain vote. The DAO bears no responsibility for actions exceeding such mandate.

ARTICLE 6. COMPLIANCE AND ETHICS

6.1. Embedded Framework

The DAO provides tools for automated PSP risk evaluation based on public data and self-disclosures. This framework is a tool — not a guarantee. Merchants bear full responsibility for due diligence in choosing PSPs.

6.2. Unilateral Termination Right

The DAO reserves the unconditional right, at any time and by Founders' decision, to terminate integration with any PSP or Merchant for ethical, legal, or reputational concerns without explanation.

ARTICLE 7. LAW, JURISDICTION, AND ARBITRATION

7.1. Governing Law

The supreme source of law for DAOPAYMENTS is this Constitution and the smart contracts that enforce it. For matters not covered herein, the DAO refers to general principles of international law and human rights, including UDHR and ICCPR.

7.2. Rejection of National Jurisdiction

DAO participants, in their DAO-related activities, are not subject to any national legal requirements that conflict with the principles of anonymity, decentralization, and freedom of association enshrined in this Charter.

7.3. Dispute Resolution

All disputes over the interpretation or application of this Constitution — and any internal conflicts — shall be resolved exclusively via decentralized arbitration. The default arbitration platforms shall be **Kleros** or **Aragon Court**. Their decisions are final and binding. Recourse to national courts is excluded.

ARTICLE 8. AMENDMENTS TO THE CONSTITUTION

8.1. Amendment Procedure

Any amendment, addition, or full replacement of this Constitution must be proposed on-chain and approved by at least three (3) of the four (4) Founders.

8.2. Entry Into Force

Amendments take effect upon successful vote completion and recording of the new Constitution's hash in the DAO's governance smart contract.

- **Founder A:** ronaar@atomicmail.io
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