

# Licensing and Acceptable Use

## Licensing & Intellectual Property Policy

The Hypha platform is made available under a [GNU Affero General Public License v3.0 \(AGPLv3\)](#). This strong copyleft license ensures that:

- Anyone is free to **use, study, modify, and share** the source code.
- Any **modified version** that is used to run a service over a network must also be made publicly available under the same license.
- This guarantees **transparency, collaborative evolution, and public benefit**, even when used in cloud-based or hosted environments.

We believe that code which powers **regenerative, trust-based infrastructures** should remain a **public good**, evolving in the commons rather than being enclosed or privatized.

## Commercial Use & Dual Licensing

If you are an enterprise or institution seeking to:

- Embed Hypha's code into a **proprietary system**
- Offer Hypha-powered services **without disclosing your modifications**
- Use our platform under **custom terms or with premium support**

You may contact us to **negotiate a commercial license**, which grants additional usage rights while enabling **profit-sharing, co-development, and strategic alignment** with Hypha's mission.

## Copyright Policy and IP

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## Content Restrictions

You may not submit any content that:

- Infringes any third party’s copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is sexually explicit or promotes a sexual service;
- Is defamatory;
- Is harassing or abusive;
- Contains hateful or discriminatory speech;
- Promotes or supports terror or hate groups;
- Contains instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms;
- Exploits or endangers minors;
- Depicts or encourages self-harm or suicide;
- Depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals;
- Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices;
- Contains false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause individual or public harm;
- Contains false or misleading information about voting or seeks to obstruct voting;
- Contains (1) claims that a real-world tragedy did not occur; (2) false claims that a violent crime or catastrophe has occurred; or (3) false or misleading information (including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public; or

- Violates any applicable law.

## Token Sale

From time to time, Hypha may offer a sale of its tokens to the public, hereinafter referred to as the “Token Sale”. Details about each Token Sale, including the start and end date, the price of tokens, the total number of tokens offered, and other pertinent details will be provided in a separate document or on our platform during the sale period.

To participate in a Token Sale, you must have an active Hypha account and must meet all other criteria set forth by Hypha and any applicable laws or regulations. You acknowledge that there may be restrictions on who can buy tokens based on jurisdiction, financial status, or other criteria.

Participating in a Token Sale involves risks, including but not limited to the risk of losing all amounts paid. Cryptocurrency and token values can be highly volatile, and there may be additional risks unique to a particular Token Sale. Before participating, you should carefully consider all risks and consult with your own financial, legal, and tax advisors.

All purchases in the Token Sale are final, and there will be no refunds or cancellations except as may be required by applicable law or regulation.

You are solely responsible for ensuring that your participation in the Token Sale is not prohibited under the legal jurisdiction of your residence or domicile and complies with all applicable laws and regulations.

Hypha may, at its sole discretion, limit the amount of tokens that can be purchased by any individual or entity during the Token Sale.

Tokens purchased during the Token Sale will be distributed to the respective purchasers’ Hypha accounts or designated wallets, as described during the sale period.

Proceeds from the Token Sale will be used by Hypha for its operational needs, growth, and development. Hypha may provide a more detailed breakdown of the intended use of proceeds during or before the Token Sale.

While Hypha intends to make all reasonable efforts to ensure the growth and success of its platform, you acknowledge and agree that purchasing tokens is at your own risk, and there is no guarantee or representation of future value or liquidity for the tokens.

## Token Restrictions

Your receiving, holding and/or using various types of Hypha tokens (“Tokens”) is subject to your acknowledgement, understanding and agreement to the following:

Tokens are intended to function as a means to access and use the services in our network. Your holding of the Tokens carries no rights, express or implied, other than as a means to access the services. In particular, You understand and accept that the Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Hypha and its corporate affiliates or its property, other than rights relating to the receipt of services, subject to limitations and conditions in these terms and conditions.

The Tokens are not intended to be a security, commodity or any other kind of financial instrument and it is assumed that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic Tokens, token storage mechanisms, blockchain technology and blockchain-based software systems to understand the risks and implications of purchasing the tokens.

It is further assumed, that you have obtained sufficient information about the Tokens to make informed decisions in respect of the Tokens and you understand that the Tokens confer only the right to access the services, and confer no other rights of any form with respect to Hypha or its affiliates or property, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

Our provision of the Tokens to you is solely for the purpose of you accessing the services and not for any other purposes, including, but not limited to, any investment, speculative or other financial purposes. Your receipt, holding and/or use of the Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for the Tokens, using the Tokens, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

It is further assumed that you are not, nor are you an agent of, (i) a citizen or resident of a country or territory in which access to or use of the Tokens or the services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a country or territory that is subject to sanctions or

embargoes imposed by the United States or any other country, or (iii) an individual or entity, nor an individual or entity employed by, acting on behalf of, or affiliated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List (collectively, "Restricted Party Lists").

You further agree that you will not use the Tokens or Services in connection with transactions (i) in any country or territory that is subject to U.S. or other sanctions or embargoes, (ii) with any individual or entity that is identified on the Restricted Party Lists, nor (iii) otherwise prohibited by U.S. sanctions and export control laws and regulations including the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control, 31 C.F.R. §§ 500-599, and the Export Administration Regulations, 15 C.F.R. §§ 730-774. You agree that if your country of residence or any other circumstances change such that the above representations are no longer accurate, then you will immediately cease using the services and notify Hypha. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

Finally, to the fullest extent permitted by applicable law and except as otherwise specified in a writing by us, (a) the Tokens are provided on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim all implied warranties as to the Tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (b) we do not represent or warrant that the Tokens are reliable, current or error-free, meet your requirements, or that defects in the Tokens will be corrected; and © we cannot and do not represent or warrant that the Tokens or the delivery mechanism for the Tokens are free of viruses or other harmful components.

## **DAO Restrictions**

Your participation in, interaction with, or affiliation to any Decentralized Autonomous Organizations (DAOs) associated with or connected to the Hypha network is based on your acknowledgement, understanding, and agreement to the following:

- **DAO Autonomy:** Each DAO within our network is an autonomous entity responsible for its own tokenomics, tokens, and operational decisions. Your participation in a DAO does not confer any direct rights, responsibilities, or

obligations on Hypha or its corporate affiliates regarding that DAO's actions or policies.

- Legal Incorporation and Standing: DAOs are responsible for their own legal standing and incorporation, if applicable. It is your responsibility to understand and comply with the legal implications of your interaction or affiliation with any DAO. Hypha and its corporate affiliates provide no assurances or guarantees regarding the legal status, structure, or actions of any DAO.
- Distinct Entities: While DAOs may operate within or be associated with the Hypha network, they are distinct entities from Hypha. Any rights, responsibilities, or claims arising from your involvement with a DAO should be directed towards that specific DAO and not Hypha or its corporate affiliates.
- Informed Participation: It is assumed that you have obtained sufficient information about a DAO's purpose, structure, tokenomics, and other relevant details before participating or interacting with it. DAOs may have their own terms, conditions, and rules, and by affiliating with or participating in a DAO, you agree to adhere to such specific DAO guidelines.
- Jurisdictional Compliance: You agree that your interaction or affiliation with any DAO complies with applicable law and regulation in your jurisdiction. This includes, but is not limited to, legal capacity, any foreign exchange or regulatory restrictions, and any governmental or other consents that may need to be obtained.

By participating in, interacting with, or affiliating with any DAOs within the Hypha network, you hereby acknowledge and accept the above stipulations and any potential risks associated with DAOs.

## Code of Conduct

In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;
- Harm or exploit minors;
- Distribute "spam" in any form or use misleading metadata;
- Collect personal information about others without their authorization;
- Access another's account except as permitted herein;
- Use or export any of our Services in violation of any U.S. or Liechtenstein law;

- Act in a manner that would subject Hypha to industry-specific privacy regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA);
- Engage in any unlawful activity;
- Embed our video player on or provide links to sites that contain content prohibited by Section the on Content Restrictions; or
- Cause or encourage others to do any of the above.

### **Prohibited Technical Measures**

You will not remove or modify any logo, watermark, or notice of proprietary rights embedded on or in the Services or any output thereof without our permission, submit any malicious program, script, or code, submit an unreasonable number of requests to our servers or take any other actions to manipulate, interfere with, or damage our Services.

### **Restricted Users**

You may not use our Services if you are a terror or hate group or a member thereof, have been designated by a U.S. agency as an entity that we may not contract with (e.g., a Specially Designated National) or are subject to sanctions by a non-U.S. government such that we would be required to block your videos in a substantial number of countries in which we provide service.

You may not purchase goods or software services from us if doing so would violate any U.S. or Liechtenstein sanctions. You hereby make a continuing representation that you are in compliance with the foregoing restrictions.

## **Notices and Contact**

You must send any notices of a legal nature to us by email or at:

Hypha Genossenschaft  
Birkenweg 6, 9490 Vaduz  
Liechtenstein

If you have any questions about this Privacy Policy, please contact us at [hello@hypha.earth](mailto:hello@hypha.earth)

This document was last updated on August 20, 2025