

Terms Of Service

These terms of use (Terms of Use) govern your use of our Platforms, including our website (www.launchpad.xyz), mobile applications and other digital platforms.

Please read these Terms of Use carefully before accessing or using our Platforms. By using our Services, you affirm that you are of legal age and have the legal capacity to enter into these Terms. If you are using our Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not agree to these Terms of Use, then you are not authorised to continue to use our Platforms.

About Us

- Launchpad XYZ a company owned by AQUTRON TECHNOLOGY LIMITED (Registration No. 08887106) (we, our and us), is a Private limited Company incorporated in the United Kingdom and our registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN. We are the developers of Launchpad XYZ, which is currently running on the Ethereum network and uses smart contracts we have developed.
- As part of our ongoing efforts to enhance your overall experience, we are actively working on the development and release of mobile applications and additional digital platforms. Our Platforms, including our Website, mobile applications, other digital platforms, and smart contracts (collectively referred to as "our Platforms"), are either currently owned and operated by us or will be in the future.
- The information and content provided on our Platforms are not intended for distribution to or use by any individual or entity in jurisdictions or countries where such distribution or use would contravene local laws or regulations, or require us to fulfill any registration requirements within that jurisdiction or country. If you choose to access our Platforms from such locations, you do so at your own initiative and are solely responsible for adhering to any applicable local laws.
- To utilize our Platforms, you must not be included on any trade embargoes or economic sanctions lists, such as the United Nations Security Council Sanctions List, or listed as a specially designated national by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, or on the denied persons or entities list of the U.S. Department of Commerce.
- Our Platforms are intended for use by individuals who are at least 18 years old. Individuals under the age of 18 are prohibited from accessing and using our Platforms.

Our Privacy Policy

- Alongside these Terms of Use, our Privacy Policy governs the processing of any personal data we collect from you or that you provide to us. It outlines the terms and conditions regarding how we handle your personal information. By using our Platforms, you also agree to comply with our Privacy Policy.

About our Hosting Services

- Hosting services for our Website is provided by AWS and we use AWS Network Firewall protection.
- Our mobile applications (when launched) may be hosted by us or by other companies and you should refer to the relevant conditions of use of such other companies.

Changes to these Terms of Use

- These Terms of Use may be subject to periodic updates, and any changes will be reflected on this page. It is advisable to check this page regularly to stay informed about any modifications, as they are legally binding on you.
- The most recent version of these Terms of Use will always be accessible on our Website. Once a new version is posted, it will immediately come into effect, governing your use of our Platforms and your relationship with us.
- By continuing to use our Platforms, you acknowledge, accept, and agree to be bound by the terms of any updates or amendments made to these Terms of Use.

Changes to Our Platforms

- Our Platforms may undergo updates and changes to the content from time to time. However, please note that certain content on our Platforms may become outdated, and we are not obligated to update it.
- We cannot guarantee that our Platforms or any of its content will be completely free from errors or omissions.

Accessing Our Platforms

- Our Platforms are provided to you free of charge.
- We cannot guarantee that our Platforms or any of its content will always be available or uninterrupted. Access to our Platforms is granted on a temporary basis. We may suspend, withdraw, discontinue, or modify all or part of our Platforms without prior notice. We will not be held liable if our Platforms are unavailable for any reason or period of time.
- You are responsible for making all necessary arrangements to access our Platforms.
- It is your responsibility to ensure that all individuals who access our Platforms through your internet connection or device are aware of and comply with these Terms of Use and other applicable terms and conditions.
- You must not use our Platforms for any illegal or unauthorized purposes.
- You must not access our Platforms using automated or non-human means, including bots, scripts, or any other method.
- We do not claim that the content available on or through our Platforms is suitable or accessible in all locations. We reserve the right to limit the availability of our Platforms, services, or products to any person or geographic area at any time. If you choose to access our Platforms from your location, you do so at your own risk.

Use of Services

a. License: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services for your personal or internal business purposes.

b. User Account: In order to access certain features or areas of our Services, you may need to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate and up-to-date information during the registration process and to promptly update any information that may have changed.

c. Prohibited Activities: You agree not to engage in any of the following activities in connection with your use of our Services:

- Violating any applicable laws, regulations, or third-party rights.
- Interfering with or disrupting the integrity or performance of our Services or the data contained therein.
- Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Collecting or storing personal data of other users without their consent.
- Uploading or transmitting any viruses, malware, or other malicious code.
- Engaging in any activity that places an excessive load on our infrastructure or disrupts the normal functioning of our Services.
- Attempting to gain unauthorized access to our Services or accounts of other users.
- Engaging in any activity that is harmful, fraudulent, deceptive, or offensive.

d. User-Generated Content: Our Services may allow you to submit or post content, including but not limited to comments, reviews, or other materials ("User-Generated Content"). By submitting User-Generated Content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such content in any media. You represent and warrant that you have the necessary rights to grant us this license and that your User-Generated Content does not violate any third-party rights.

Intellectual Property Rights

- Ownership: Our Services and all associated intellectual property rights are owned by us or our licensors. You acknowledge that these Terms do not grant you any ownership or rights to our Services except for the limited license provided in Section 2(a).
- Content: Any content provided through our Services, including text, graphics, images, videos, and software, is protected by copyright and other intellectual property laws. You may only use such content as permitted by these Terms and applicable law. Unauthorized use or reproduction of the content may violate these rights.

Privacy

- Your privacy is important to us. Our Privacy Policy explains how we collect, use, and disclose your personal information when you use our Services. By using our

Services, you consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy.

Disclaimer of Warranties

- Our Services are provided on an "as is" and "as available" basis without any warranties of any kind, whether express or implied. We do not guarantee the accuracy, completeness, reliability, or availability of our Services. Your use of our Services is at your own risk.

Limitation of Liability

- To the extent permitted by applicable law, we shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of our Services, regardless of the cause of action. In no event shall our total liability exceed the amount paid by you, if any, for accessing or using our Services.

Assumption of Risks

- By using our services, you acknowledge and accept the following:
- The prices of blockchain assets are highly volatile. Fluctuations in the value of other digital assets could have a significant negative impact on the value of your NFTs. Please be aware that there is a risk of financial loss, and we cannot guarantee that you will not incur losses.
- Determining the applicability of taxes to your transactions is your sole responsibility.
- There are inherent risks associated with using internet-based services and digital assets, including but not limited to hardware and software issues, internet connection problems, exposure to viruses and malware, and unauthorized access to your digital wallet. We will not be held responsible for any disruptions, errors, delays, or distortions you may encounter when using the Ethereum network.
- The success and development of Launchpad XYZ may be negatively affected if there is a lack of usage or public interest in distributed ecosystems.
- The regulatory landscape governing blockchain technologies, cryptocurrencies, and tokens is uncertain. New regulations or policies could have a significant adverse impact on the development of Launchpad XYZ and the potential utility or value of the NFTs.
- Updates and patches to the Ethereum network could unintentionally have adverse effects on the functionality of the NFTs.

Uploading Content to our Platforms

- When you use any feature that allows you to upload content, such as questions, comments, suggestions, ideas, feedback, or other information regarding our Platforms (referred to as "Submissions"), you must comply with the content standards outlined in these Terms of Use. By making any Submissions, you warrant that they adhere to these standards. If there is a breach of this warranty, you will be liable to us, and you agree to indemnify us.
- Any content you upload to our Platforms will be considered non-confidential and non-proprietary. While you retain ownership rights in your content, you grant us and

other users of the Platforms a limited license to use, store, copy, distribute, and make it available to third parties. We also reserve the right to disclose your identity to any third party claiming a violation of their intellectual property rights or right to privacy due to content posted or uploaded by you on our Platforms.

- We are not responsible for the content or accuracy of any content posted by you or other users on our Platforms, and we disclaim any liability to third parties in this regard.
- We have the right to remove any posting you make on our Platforms if, in our opinion, it violates the content standards set out in these Terms of Use.
- The views expressed by other users on our Platforms do not necessarily reflect our views or values.
- You are solely responsible for securing and backing up your content.

Indemnification

- You agree to indemnify and hold us harmless from any claims, damages, losses, or liabilities arising out of or in connection with your use of our Services, your violation of these Terms, or your violation of any applicable laws or regulations.

Viruses

- The security and virus-free nature of our Platforms cannot be guaranteed.
- It is your responsibility to configure your device, information technology systems, computer programs, and platforms appropriately to access our Platforms. We strongly recommend that you utilize your own reliable virus protection software.
- You must not engage in any misuse of our Platforms, including knowingly introducing viruses, trojans, worms, logic bombs, or any other malicious or technologically harmful material. Unauthorized access to our Platforms, servers, or any connected server, computer, or database is strictly prohibited. Any attempt to launch a denial-of-service attack or a distributed denial-of-service attack against our Platforms is also prohibited. Any breach of this provision may constitute a criminal offense. We will report any such breach to the relevant law enforcement authorities and cooperate fully with their investigations. In the event of such a breach, your right to access and use our Platforms will be immediately terminated.

Linking to our Platforms

- You may link to our Platforms, provided that you do so in a fair and legal manner that does not damage or take advantage of our reputation.
- The establishment of any link must not create the impression of any association, approval, or endorsement on our part if no such relationship exists.
- Our Platforms must not be framed within any other website.
- We reserve the right to revoke linking permission without prior notice.
- The website you link to our Platforms must comply fully with the content standards specified in these Terms of Use.
- If you wish to utilize any content from our Platforms beyond what is explicitly allowed, please contact us at contact@launchpad.xyz.

Modification and Termination

- We reserve the right to modify, suspend, or terminate our Services or any part thereof, at any time and for any reason, without prior notice. We may also update these Terms from time to time, and the updated Terms will be effective upon posting. Your continued use of our Services after the posting of any changes constitutes your acceptance of such changes.

Governing Law and Dispute Resolution

- These Terms shall be governed by and construed in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland. Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or invalidity thereof shall be resolved by arbitration in accordance with the rules of the United Kingdom of Great Britain and Northern Ireland and the language of the arbitration shall be English. You and we both agree that the UK courts will have exclusive jurisdiction.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Entire Agreement

These Terms constitute the entire agreement between you and us regarding the use of our Services and supersede any prior or contemporaneous agreements, understandings, or representations.

Partnerships

- Our Platforms may form official partnerships with third parties. All official partnerships will be announced on our Platforms, and that of the third party.
- Any third party who solely announces a partnership may be false.

Wert and Fiat Transactions

- All Fiat transitions associated with, or performed as part of our Platforms will be handled by our Wert Partner, Wert (<https://wert.io/>).
- Fiat transactions are limited to a maximum of \$10,000 USD.
- All Fiat transactions are subject to Wert's Terms of Service and user agreements (<https://support.wert.io/en/>)

21.Contact Us

- If you have any questions or comments about these Terms of Use, or matters generally, please contact us at contact@launchpad.xyz You can also use this email address if you wish to request a copy of the personal data we hold about you.

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. Thank you for using our Platforms.

Last Updated: 5th, June 2023