

# Terms and Conditions

## Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between CoinLaunch Co ("CoinLaunch Co", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the <https://coinlaunch.market> website and any of its products or services (collectively, "Website" or "Services").

## Accounts and membership

You must be at least 13 years of age to use this Website. By using this Website and by agreeing to this Agreement you warrant and represent that you are at least 13 years of age. If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for the our Services. We may block your email address and Internet protocol address to prevent further registration.

## User content

We do not own any data, information or material ("Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may monitor Content on the Website submitted or created using our Services by you. Unless specifically permitted by you, your use of the Website does not grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose. But you grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable.

## Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our judgment, your purchase constitutes a high risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a

copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

#### Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

#### Third-party services

If you decide to enable, access or use third-party services, be advised that your access and use of such other services is governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against CoinLaunch Co with respect to such other services. CoinLaunch Co is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective websites. By enabling any other services, you are expressly permitting CoinLaunch Co to disclose your data as necessary to facilitate the use or enablement of such other service.

#### Backups

We perform regular backups of the Website and Content, however, these backups are for our own administrative purposes only, and are in no way guaranteed. You are responsible for maintaining your own backups of your data. We do not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty.

#### Links to other websites

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services and content of any other third parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

#### Advertisements

During use of the Website, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

#### Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### Intellectual property rights

This Agreement does not transfer from CoinLaunch Co to you any CoinLaunch Co or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with CoinLaunch Co. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of CoinLaunch Co or CoinLaunch Co licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any CoinLaunch Co or third-party trademarks.

#### Disclaimer of warranty

You agree that your use of our Website or Services is solely at your own risk. You agree that such Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

#### Limitation of liability

To the fullest extent permitted by applicable law, in no event will CoinLaunch Co, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any

indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if CoinLaunch Co has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of CoinLaunch Co and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to CoinLaunch Co for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

#### Indemnification

You agree to indemnify and hold CoinLaunch Co and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

#### Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

#### Dispute resolution

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Ontario, Canada without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Canada. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Ontario, Canada, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third-party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

#### Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do we will revise the updated date at the bottom of this page. Continued use of the Website after any such

changes shall constitute your consent to such changes.

#### Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

#### Contacting us

If you have any questions about this Agreement, please contact us.

This document was last updated on August 16, 2017

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#### Refund policy

Our policy is valid for a period of 30 calendar days from the date of the purchase. If you are not satisfied with the service for any reason you can ask for a refund. A pro-rated refund will be issued for the unused portion of the service. If the period of 30 days has lapsed since the purchase, we can't, unfortunately, offer you a refund.

#### Refund requirements

The following criteria must be met to qualify for a refund:

- Customers account must be in good standing
- Service must not be used
- Service malfunctions or doesn;t work as described

If the conditions listed above are not met, we reserve the right not to issue a refund. It's important to keep in mind that there is often a difference between a service that doesn't work and a situation where you are receiving an error message. Error messages could be related to an incorrect setup, configuration or software and as a result the service is not working.

#### Additional services

Please note that any additional services, custom work or technical support are non-refundable as our time cannot be recovered.

#### Contacting us

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#### Disclaimer

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## Representation

Any views or opinions represented in this Website reflect the views and opinions of CoinLaunch Co, its affiliates, Content creators or employees. Any views or opinions are not intended to malign any religion, ethnic group, club, organization, company, or individual.

## Content and postings

You may not modify, print or copy any part of the Website. Inclusion of any part of this Website in another work, whether in printed or electronic or other form, or inclusion of any part of the Website in another website by embedding, framing or otherwise without the express permission of CoinLaunch Co is prohibited.

You may submit comments for the Content available on the Website. By uploading or otherwise making available any information to CoinLaunch Co, you grant CoinLaunch Co the unlimited, perpetual right to distribute, display, publish, reproduce, reuse and copy the information contained therein. You may not impersonate any other person through the Website. You may not post content that is defamatory, fraudulent, obscene, threatening, invasive of another person's privacy rights or that is otherwise unlawful. You may not post content that infringes on the intellectual property rights of any other person or entity. You may not post any content that includes any computer virus or other code designed to disrupt, damage, or limit the functioning of any computer software or hardware. By submitting or posting Content on the Website, you grant CoinLaunch Co the right to edit and, if necessary, remove any Content at any time and for any reason.

## Compensation

This Website accepts forms of advertising, sponsorship, paid insertions or other forms of compensation. CoinLaunch Co is compensated to provide opinion on products, services, websites and various other topics. The compensation received may influence the advertising content, topics or posts made on the Website. Sponsored content, advertising space or post will always be identified as such. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, CoinLaunch Co will receive an affiliate commission.

## Indemnification and warranties

While we have made every attempt to ensure that the information contained on the Website is correct, CoinLaunch Co is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information on the Website is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied. In no event will CoinLaunch Co, or its partners, employees or agents, be liable to you or anyone else for any decision made or action taken in reliance on the information on the Website or for any consequential, special or similar damages, even if advised of the possibility of such damages. Information on the Website is for general information purposes only and is not intended to provide legal, financial, medical, or any other type of professional advice. Please seek professional assistance should you require it. Furthermore information contained on the Website and any pages linked to from it are subject to change at any time and without warning.

We reserve the right to modify this Disclaimer at any time, effective upon posting of an updated version of this Disclaimer on the Website. When we do we will post a notification on the main page of our Website. Continued use of the Website after any such changes shall constitute your consent to such changes.

## Acceptance of this disclaimer

You acknowledge that you have read this Disclaimer and agree to all its terms and conditions. By accessing the Website you agree to be bound by this Disclaimer. If you do not agree to abide by the terms of this Disclaimer, you are not authorized to use or access the Website.

#### Contacting us

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