

Terms of Service

1. Purpose

These terms of service (“Terms”) are to govern rights and obligations, responsibilities and further options between Algolaunch (“Algolaunch”) and its Users in connection with the use of services provided by Algolaunch.

2. Definition

2.1. The following terms used in these Terms shall have the meaning set forth below.

“LCH Token” is a cryptocurrency that is generally used within the Algolaunch Platform (“Platform”), a native blockchain platform, as a key currency to participate in IDO fundraising projects.

“**Account**” is a service account given to the User to identify the person concerned.

“**Account Address**” is a native identification address that enables recording changes and Virtual Assets including transmission of LCH Token between Users.

“**Blockchain**” is a decentralized mechanism of saving data, that allows participant computers of the blockchain network to record the transactional information on the distributed ledger that is browsable to anyone, based on a technology that consecutively connects electronic blocks that each contain data like chains. Within the blockchain, when electronic block that contains the transactional information is sent to all participants in the network, the participants confirm and approve the validity of the transaction and only the validated block is connected to the existing blockchain.

“**IDO**” means Initial Decentralized Exchange Offering.

“**Service**” is a blockchain technology-based service which enables users to attain Tier level, achieve benefits or rewards associated with Tier and have access to IDO fundraising projects. Service refers to Algorand service in these Terms except as otherwise provided.

“**Token Projects**” are projects that issue blockchain-based cryptographic token and are launched on our Platform.

“**User**” is a person who enters into service agreement with Algolaunch by agreeing to these Terms and obtaining Algolaunch’s approval.

“**Virtual Assets**” is kind of cryptocurrency that are processed and distributed in a decentralized system using blockchain technology.

“**Wallet**” is a Virtual Asset wallet in where blockchain-based Virtual Asset can be stored.

2.2. The terms used in these Terms, except as provided in the foregoing paragraph, shall have the meaning set in applicable laws and regulations.

3. Posting and Effectuation of the Terms

The Algolaunch post the Terms on its service screen or notify the Users through more than one method, and Terms will be effective when a User joins the Service by agreeing to it.

4. Change of the Terms

4.1. Algolaunch reserves the right to update or modify the Terms if deemed necessary. If Algolaunch changes the Terms, the change will be notified seven (7) days prior to the effective date in the manner as regulated in the Article 3. However, if the change of Terms are unfavorable to the Users or if the change is material, the changes will be notified at least thirty (30) days prior to the effective date of its application, or the change will be effective from thirty (30) days after the notification.

4.2. Algolaunch may separately announce that the Users shall be deemed to have agreed to the change of Terms unless they express refusal to the change of the Terms when announcing the change of the Terms in pursuant to the foregoing paragraph. If User does not indicate that he or she has agreed to the change of the terms, he or she shall be deemed to have agreed to the change of the Terms.

4.3. If a User express refusal to the change of Terms, he or she may stop using the Service and Algolaunch shall not apply the changed Terms to the User. In the event of the User’s disagreement to the change of Terms, Algolaunch may restrict the User’s use of Service or terminate the Service Agreement.

4.4. Algolaunch may change the Terms if deemed necessary within the extent of not violating

the relevant laws and regulations.

5. Regulation besides terms of Agreement

- 5.1. Matters not specified in these Terms shall be governed by applicable laws and regulations or commercial practice.
- 5.2. Algolaunch may have separate operating policy other than these Terms and when there is a change in separated operating policy or detailed usage guidelines, Algolaunch shall notify it on its website.

6. Provision of User's Information and Post of Advertisement

- 6.1. Algolaunch may use the reasonably adequate measures including using the email address or phone number the User provided to Algolaunch in order to give notice to the User.
- 6.2. If notifying to individual Users including when the User did not provide the contact information to Algolaunch, when the User did not notify to Algolaunch in spite of change of contact information, or when notification to all Users is needed etc., Algolaunch may instead post the notification in the notice board within the app for more than seven (7) days. However, if the change of terms and conditions are unfavorable to the Users or if the change is material, the days of notification shall be at least thirty (30) days.
- 6.3. The Algolaunch may post advertisement regarding the Service on service screen and its website and provide the item to the User who agreed to receive such materials.
- 6.4. The Algolaunch is not responsible for the User's participation in the promotional activity the advertiser performs including any loss or damage caused as a result of communicating or making transaction in such activity.

7. Provision of Algolaunch information etc.

Algolaunch displays the following information within the Service so that the Users can recognize them. However, Algolaunch can set the privacy policy and the Terms to be displayed through a connected screen.

- A. Full Name of Algolaunch and Name of the Representative
- B. Address of the Office (including the address of the place to process User's complaint regarding the Service)
- C. Phone Number and Email Address
- D. Corporate Registration Number
- E. Privacy Policy
- F. Terms

8. Formation of Service Agreement

- 8.1. Service Agreement between Algolaunch and the User is formed when the applicant for membership registers to create an Algolaunch account by filling in User information according to the joining form provided by Algolaunch and by agreeing to the collection and use of personal information and Algolaunch approves the User's application after completing the identity verification process.
- 8.2. The applicant for membership is deemed to have agreed to the Terms and the collection and use of personal information, if the applicant for membership press "Agree" on these Terms and the collection and use of personal information.
- 8.3. Algolaunch may request the applicant for membership verification of real name or identity through the identity verification process provided by Algolaunch. See Article 9 and privacy policy for details.
- 8.4. Users shall be responsible for the management of one's own wallet to the connected wallet. A User shall not lend or transfer his verification information to a third party or engaged in similar acts, and a User is responsible for any neglect of management.

9. Identity Verification of User

- 9.1. Given that Algolaunch is a permissionless and fully decentralized platform for token sales, Algolaunch has no role in enforcing anti-money laundering ("AML") and know-your customer checks ("KYC") by default. However, Algolaunch understand the

need of some token projects to requires AML and KYC procedures on their token sale participants and we do provide KYC tools for fundraising entities using Algolaunch platform to enforce such procedures on their users, if the token projects choose to do so at their own discretion. Therefore, at the sole behest of token projects and/or competent regulatory authorities, Algolaunch reserves the right to the following :

- A. at any time, to ask for any KYC documentation it deems necessary to determine the identity and location of a User;
- B. to restrict the service and payment until identity is sufficiently determined;
- C. to share submitted KYC information and documentation to 3rd parties to verify the authenticity of submitted information;
- D. to confiscate and any all funds that are found to be violation of relevant and applicable AML and countering terrorism financing (“CFT”) laws and regulations; and
- E. to cooperate with the competent authorities when and if necessary.

9.2. Algolaunch cannot control, nor will be liable or responsible for the AML and KYC procedures to be conducted by the token projects, the safekeeping of any AML and KYC documentation or a breach of any AML and KYC laws, rules or regulations thereof, or any other act or omission pertaining to it and any token project’s compliance with applicable privacy laws or regulations.

9.3. Algolaunch and its affiliates are not obligated to, collect and verify information about you in order to keep appropriate record of our customers, protect us and the community form fraudulent users, and identify traces of money laundering, terrorist financing, fraud and other financial crimes, or for other lawful purposes.

10. Restriction on Approval of Application for membership

10.1. The Algolaunch approves the applicant for membership’s application. However, Algolaunch may not accept the application for membership in the following cases and Algolaunch may cancel the approval when following cases are confirmed after the application is approved.

- A. Technically unable to provide service;

- B. If a User is applying for membership by using false information such as not the applicant's real name or someone else's name;
 - C. When there are false, missing, or mistyping inputs when applying for membership;
 - D. If the age of the applicant is under the age of 18;
 - E. If a User wishes to use the Service for fraudulent use or for separate business purposes;
 - F. In the event of illegal or fraudulent use, such as money laundering (Algolaunch may request the provision of additional information or purpose of use in accordance with relevant laws and regulations in case that suspicion on transaction or purpose of use etc. arise);
 - G. When the purpose of application is to violate the relevant laws and regulations or to inhibit or hinder the customs of society or public morals;
 - H. In case of a hacking or an accident happens; and
 - I. Other cases equivalent to each subparagraph that is deemed inadequate to approve the application for membership.
- 10.2. The Algolaunch may withhold the approval of application for membership in the following cases until such cause is cured.
- A. When there is no room for facilities to provide Services, when it is unavailable to provide service on certain mobile device or when it is difficult to provide Services due to technological malfunction; and
 - B. Other cases equivalent to each subparagraph that is deemed the withhold of approval of application for membership is adequate.

11. Termination of the Service Agreement by the User and Request for Account Suspension

- 11.1. The User may request for termination of the service agreement by accessing account settings in the Service and Algolaunch immediately processes the request.
- 11.2. When the User terminates the service agreement, the User's personal information is destroyed according to Algolaunch's privacy policy.

12. Termination of the Service Agreement by Algolaunch and Restriction of Use

- 12.1. When the User violates these Terms or relevant laws and regulations, when Algolaunch unavoidably has to terminate the Agreement with the User, Algolaunch (when there is a case of default) may give notice to the User in the manner as regulated in the Article 6 to cure the default and when the User fails to cure the default, may terminate the Service Agreement between User by sending notice of termination to the User or restrict the use of Service.
- 12.2. When Algolaunch restrict the use of Service in pursuit to the foregoing paragraph, Algolaunch shall notify the following information to the members before considerable time.
 - A. Reasons of restriction
 - B. Types of restriction and terms
 - C. Process of raising objection to the restriction
- 12.3. Notwithstanding the foregoing paragraph, Algolaunch may notify the User after taking termination or restriction measure and not provide the User a reasonable time to cure the default in the case when the User violate relevant laws and regulations and Algolaunch must take immediate action including an illegal use of other's name, provision of illegal program and impeding operation, distribution of malicious program, access permission exceeded etc.

13. Objection Procedure to Restriction of Use

- 13.1. The User shall object to Algolaunch's actions to restrict the use of Service by submitting the objection paper stating reasons of objection to Algolaunch via mail, email or other equivalent method, within thirty (30) days of restriction or receiving the notification in pursuant to Article 12.2.
- 13.2. The Algolaunch shall respond to the objection paper via mail, email or other equivalent method within fourteen (14) days of receiving the objection. However, Algolaunch may notify the User the reason or timeline for process when Algolaunch is in difficult situation to process the objection within this period.
- 13.3. The Algolaunch shall immediately allow the User to use the Service if it deems the

objection to be justified.

14. User's Representations and Warranties

User acknowledges that :

- A. there is a risk of losing virtual assets and other funds of value when using the Service and Algolaunch has no responsibility to user for any loss.
- B. it is User's sole option, discretion and risk to use the Service. And
- C. Algolaunch does not make any representations or warranties that access to the site, any part of the services, including mobile services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free and will not be liable for any losses relating thereto.
- D. Algolaunch does not make any representation or warranties that the site, the services or any materials of Algolaunch are accurate, complete, reliable, current, error—free, or free of viruses or other harmful components.
- E. to the maximum extent permitted by applicable law, none of Algolaunch or its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors will be liable for any direct, indirect, special, incidental, intangible or consequential losses or damages arising out of or relating to:
 - i. Any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of Algolaunch or its affiliates;
 - ii. Any authorized or unauthorized use of the site or services, or in connection with this Agreement;
 - iii. Any inaccuracy, defect or omission of any data or information on the site;
 - iv. Any error, delay or interruption in the transmission of such data;
 - v. Any damages incurred by any actions, omissions or violations of these terms by any third parties; or
 - vi. Any damage caused by illegal actions of other third parties or actions without authorized by Algolaunch.

15. Intellectual Property

- 15.1. All present and future copyright, title, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights that exist in or in relation to the use and access of the Site and the Services are owned by or otherwise licensed to Algolaunch. Subject to your compliance with these Terms, we grant you a non-exclusive, non-sub license, and any limited license to merely use or access the Site and the Services in the permitted hereunder.
- 15.2. Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any other third party's intellectual rights.
- 15.3. If and to the extent that any such intellectual property rights are vested in User by operation of law or otherwise, User agree to do any and all such acts and execute any and all such documents as Algolaunch may reasonably request in order to assign such intellectual property rights back to Algolaunch.
- 15.4. User agrees and acknowledges that all content on the Site must not be copied or reproduced, modified, redistributed, used, created for derivative works, or otherwise dealt with for any other reason without being granted a written consent from Algolaunch.
- 15.5. Third parties participating on the Site may permit Algolaunch to utilise trademarks, copyrighted material, and other intellectual property associated with their businesses. Algolaunch will not warrant or represent that the content of the Site does not infringe the rights of any third party.

16. Change, Suspension and Close of Service

- 16.1. The Service is available 24 hours a day, all year around. However, all or part of the Service may be suspended for business, technical or operational reasons of Algolaunch. In this case, Algolaunch notifies to Users the reasons and term of suspension in the manner regulated in Article 6 in advance. However, in the following cases Algolaunch unavoidably have to notify the Users after taking suspension measure, Algolaunch may suspend the Service before notifying the Users.

- A. When it is unavoidable due to construction, such as regular inspection or maintenance of facilities for Service;
 - B. When Algolaunch is unable to sustain the Service due to significant management reasons such as the abolition of business including alienation, divestitures or business merger, the expiration of a contract with a critical partner, and a significant deterioration in the profitability of such service.
 - C. When suspension of Virtual Assets market and any equivalent force majeure events occur;
 - D. When force majeure events including act of God and national crisis occur; and
 - E. When Algolaunch's other conditions are not available to sustain the Service.
- 16.2. Algolaunch shall not be liable for any problems arising from normal procedures or changes, interruptions, and restrictions on pre-announced services.

17. Duties of Algolaunch

- 17.1. The Algolaunch endeavors to provide services in a continuous and reliable manner as set forth in these Terms.
- 17.2. The Algolaunch does not disclose or distribute the personal information of Users from the provision of Services to third parties without their consent. However, this is not the case in case of due process in accordance with relevant laws and regulations.
- 17.3. The Algolaunch complies with laws and regulations related to the operation and maintenance of services.

18. Instructions regarding the Use of the Service

- 18.1. The Algolaunch may refuse to process the requested transaction through the Service or limit the amount of the transaction and other trading conditions if it is necessary to prevent the occurrence of damage to Users due to the reasons for paragraph 5 of this Article or for such reasons.
- 18.2. A User is responsible for any damages incurred due to inability to use the app arising from the loss of the information about the PIN number or the information used for

verification.

- 18.3. A User shall comply with the provisions of these terms, relevant laws, instructions for use and precautions notified in the Service, Algolaunch's notices, etc.
- 18.4. Users shall not engage in any of the following acts when using the Service :
 - A. Act of registering false information in applying for the Service or changing personal information, misappropriating information of a third party, or performing verification by the real User without the permission of the mobile phone holder;
 - B. Act of using the Service by registered third party's verification information;
 - C. Act of reproduction, distribution, or commercial use of information obtained using Algolaunch's service information without Algolaunch's prior permission;
 - D. Act of registering or disseminating computer virus-infected materials that cause malfunction or destruction and confusion of information related to the Service;
 - E. Act of infringing on intellectual property rights, such as copyrights and personal rights of Algolaunch and other third parties;
 - F. Act of collecting, storing, and disclosing personal information of other Users;
 - G. Act of randomly remove, obscure or alter any ownership rights and proprietary rights information or notices (including copyrights and trade mark notices) which is provided or displayed by Algolaunch; and
 - H. Other illegal or unfair acts.
- 18.5. In the event that a User has acted as set forth in foregoing paragraph, Algolaunch may take measures to claims for damages in the event of damages to Algolaunch.
- 18.6. Users shall take measures such as immediately altering the verification information if they are aware that it has been stolen or used by a third party, and at the same time shall inform Algolaunch and follow Algolaunch's instructions.
- 18.7. The Algolaunch may analyze and use the information collected from the User's use of the Service for the purpose to improve and enhance the Service, development of new Service and Specialization. Users permit Algolaunch's use of information collected from the Users' use of the Service for this purpose.

19. Change of User Information

User shall modify his or her personal information by the process provided by Algolaunch. The Algolaunch shall be not responsible for any disadvantages caused by not notifying Algolaunch the changes in the personal information.

20. Indemnification of Algolaunch

- 20.1. Algolaunch have no responsibility for any losses caused to the User during User's use of the Services including losses caused by timing differences associated with the actual delivery of any IDO tokens, or caused due to user's misunderstanding of the terms and conditions of Algolaunch's staking protocol terms and changes to such terms.
- 20.2. Algolaunch shall not be liable for any third party intrusions, unauthorized access, hacks or attacks on Algolaunch's staking protocol that may result in complete loss of funds that a User may incur during the staking of LCH Token.
- 20.3. Algolaunch shall be exempted from liability for the provision of services if it is temporarily or eventually unable to provide services due to natural disasters or equivalent force majeure, replacement, breakdown or maintenance of information and communication facilities, or communication failure.
- 20.4. Algolaunch, is not liable for the error, deficiency or inaccuracy of information, documents, software and other materials that Algolaunch provide to the User.
- 20.5. Algolaunch shall not be held responsible for any failure to use the Service due to reasons attributable to the User.
- 20.6. Algolaunch and its connecting companies, operating a system that is linked to Algolaunch's Services through links and affiliation, operates independently, and Algolaunch is not responsible for any transactions or contracts made between the connecting companies or token projects and its Users.
- 20.7. Algolaunch shall not be involved in any transaction and shall not be held accountable for any disputes arising from the transaction between Users.

21. Damage

- 21.1. The User shall indemnify Algolaunch at his or her own responsibility and expense when Algolaunch receives a range of objections, including claims or lawsuits from a third party, due to illegal activities or violations of these Terms in the use of the Service. In this case, the User shall compensate Algolaunch for all damages suffered thereby.
- 21.2. In no event Algolaunch shall be liable for User's damages that Algolaunch could not have predicted. The Algolaunch's liability to compensate the User does not include any business loss or other indirect loss or contingent loss including loss of data, or suspension of business etc.

22. Grievance Policy

User may file a complaint to the following contact information when the User has complaint or inquiry and the Company process this faithfully.

Contact Information : johnny@algolaunch.ai

23. Governing Law and Jurisdiction

- 23.1. The law of Hong Kong shall be applied in relation to matters to these Terms and relation between the User and Algolaunch.
- 23.2. Any disputes arising out of these Terms and the use of Service, Algolaunch and its Users shall first cooperate in good faith to resolve the dispute led by the authorized representatives of each party.
- 23.3. All disputes arising out of, or in connection of this terms of Agreement and the disputes about the existence, the effectiveness and termination of this terms which cannot be satisfactorily settled by the parties in thirty (30) days, shall be finally submitted to the arbitration held in Hong Kong International Arbitration Centre, "HKIAC" in accordance with the Rules of SIAC that is in effect at the time of submission. The HKIAC Rules are deemed to constitute these Terms pursuant to this paragraph.
- 23.4. The place for arbitration shall be Hong Kong. There will be three arbitrators. The language of arbitration will be English.

24. General Terms

- 24.1. The remaining provisions of these Terms shall continue to remain valid and enforceable even in the case that part of these Terms becomes invalid, illegal, or unenforceable.
- 24.2. Nonperformance of any rights or no waiver shall be construed as a waiver with respect to any other rights.
- 24.3. The User shall not transfer, assign as collateral, or dispose all or any part of the rights and obligations under these Terms to the third party without Algolaunch's written consent. However, when the Service is sold or business merger and acquisition occur Algolaunch can assign the rights and obligations under these Terms without the User's consent.

25. Miscellaneous

- 25.1. Whenever any report or payment to be made or action to be taken under these Terms is required to be made or taken on a day other than a business day, such report or payment shall be made or action taken on the day before.
- 25.2. The parties of these Terms may translate this Agreement to any other language at its own responsibilities and expense. In the event that this Agreement is translated or entered into any language other than English, the English version of this Agreement shall govern and shall take precedence over the translated version.

<Attachment>

- 1. The terms will be enforced on March 15, 2022.**