

# TERMS OF SERVICE

These Terms also encompass our Privacy Policy and any other usage policies, instructions, or guidelines that we may provide to you, whether in writing or electronically, in connection with the Services. All of these documents form part of this agreement and, collectively, they define the terms under which you are permitted to use the Services.

It is important to note that the Services provided by Atlaspad are licensed, not sold to you. This means that you are being granted a limited, non-exclusive, and revocable license to use the Services, and such license is subject to your acceptance of and compliance with the terms, conditions, and notices laid out in these Terms. The grant of this license is conditional upon your full and unmodified acceptance of these Terms and is revoked if you violate or fail to comply with any part of the agreement.

By continuing to use the Services, you affirmatively acknowledge and agree to the following:

- **Acceptance of Terms:** You confirm that you have read and understood the full content of these Terms, as well as any additional documentation, privacy policies, and related guidelines that may apply.
- **Legal Age and Capacity:** You represent and warrant that you are of legal age to enter into a binding contract under the applicable laws of your jurisdiction. If you are acting on behalf of an organization, you confirm that you have the authority to bind that organization to these Terms.
- **Binding Agreement:** By continuing to access and use the Services, you accept these Terms and agree to be legally bound by them. This means that you are agreeing to abide by all the terms and conditions set forth herein.

If, for any reason, you do not agree with or accept these Terms, you must immediately cease all use of the Services and discontinue your interaction with the platform, as further use constitutes your acceptance.

By accessing or using any part of the Services, you indicate that you fully understand, consent to, and are bound by this agreement. If at any point you no longer wish to be bound by these Terms, you are required to immediately stop using the Services and ensure that you have no further access to them.

## 1. Registration and Access

You will access the Services from your wallet. You will not be able to engage in any transactions or Services other than through authorized digital wallets. You understand and accept that access to your Atlaspad account is restricted to the wallet owner only. You agree not to sell, rent, lease, or give access to your Atlaspad account to anyone. You must provide accurate and complete information to register for an account. It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must notify us immediately. You agree that you are solely responsible to us and to others for the activity that occurs under your account. We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations. If you no longer want to use our Services again, and would like your account deleted, contact us. We will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

## 2. Usage Requirements

a. **Use of Services:** You may access, and we grant you a non-exclusive right to use the Services in

accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services. We and our affiliates own all rights, title, and interest in and to the Services, including to the look and feel, source code, algorithms, and any associated software, hardware or other intellectual property rights in connection with the Services.

b. Restrictions: You may not (i) use the Services in a way that infringes, misappropriates or violates any person's rights or threatens or could threaten to do such; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services or otherwise use for malicious purposes, disrupt or interfere with any component in connection with the Services; (iii) use output from the Services to develop models that compete with Atlaspad; (iv) except as expressly permitted by us, use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (v) represent that output from the Services was generated by a certain method when it is not or otherwise violate any usage policies; (vi) buy, sell, or transfer any part of the Services, or use the Services for any commercial purposes without our prior consent; or (vii), send us any personal information or information subject to any heightened data protection obligations. You will comply with any rate limits and other requirements in our documentation.

c. Third Party Services: To execute transactions, we may use third-party platforms or wallet service providers. Any third party software, services, or other products you use in connection with the Services are subject to their own terms, and we are not responsible for third party products and may not be held liable for third party products in any way.

### **3. Content**

Atlaspad stands at the forefront of innovation as a fully reliable multichain zero-knowledge (zk) Launchpad. Purposefully crafted to streamline and transform the way cryptocurrency and blockchain projects are launched and managed, Atlaspad represents a monumental shift in the DeFi (Decentralized Finance) ecosystem. Unlike traditional platforms, which may struggle with issues of security, scalability, and privacy, Atlaspad integrates cutting-edge technologies to offer a robust and secure environment for both developers and investors.

At its core, Atlaspad leverages the power of multichain functionality, allowing it to support a wide range of blockchain networks simultaneously. This feature enables seamless interoperability between different blockchain ecosystems, breaking down barriers that often hinder the growth and adoption of decentralized applications (dApps) and cryptocurrency projects.

One of the standout features of Atlaspad is its incorporation of zero-knowledge (zk) technology, a cryptographic breakthrough that enhances user privacy and transaction security. With zk-proofs, Atlaspad ensures that sensitive information related to both users and transactions remains completely private, while still allowing for the validation of activities on the platform.

In addition to these groundbreaking technologies, Atlaspad offers an efficient and user-friendly platform that addresses some of the most pressing challenges faced by projects in the DeFi space. From preventing fraud and malicious attacks to ensuring compliance with legal and regulatory frameworks, Atlaspad empowers project creators to focus on what they do best—innovating—while the platform takes care of the underlying infrastructure and security.

a. Launchpad: Atlaspad is a cutting-edge platform designed to provide emerging cryptocurrency and blockchain projects with a robust and dynamic ecosystem to raise funds, build communities, and launch innovative token and NFT offerings. By leveraging the features and tools offered by Atlaspad, project

creators can access a global pool of investors while simultaneously cultivating a community of loyal backers.

Atlaspad encourages active participation by offering staking rewards to users who lock up their tokens or NFTs on the platform. Staking allows users to earn rewards in the form of additional tokens or NFTs, giving them greater purchasing power in upcoming sales. The staking mechanism operates on a tiered system, where the more assets users stake and the longer they commit their tokens, the more purchase rights they earn.

Security is paramount on Atlaspad, which is why the platform integrates a robust Know-Your-Customer (KYC) process to ensure that every participant is properly verified. By using blockchain-based KYC solutions, Atlaspad guarantees that users' sensitive authentication data is managed securely and transparently.

Another standout feature of Atlaspad is its multi-blockchain integration, which enables projects to launch and operate across different blockchain networks.

a.1. ICO Types: Atlaspad has 4 different investment stages: node sale, seed sale, private sale and public sale.

a.2. Tier: On the Atlaspad platform, users are eligible to participate in certain sales based on their token and NFT holdings. The more tokens or NFTs users stake, the more purchasing rights they have. This system ensures a fair distribution and allows community members to be rewarded according to their contributions.

a.3. Refund System: The refund process is only applicable to users who meet certain conditions outlined in our refund policy. If you have not yet claimed the tokens you have purchased and you comply with the requirements specified in the refund terms, you may initiate a refund request. For more detailed information about our refund procedures, eligibility, and the terms and conditions that govern this policy, users can refer to the full details available in our official documentation at: <https://docs.atlaspad.io/ecosystem/products/launchpad/refund>

a.4. Burn Mechanism: Atlaspad has a token burn mechanism to maintain the sustainability and value of the token economy. Token burn aims to increase the value of the token by permanently removing a certain portion of the supply from circulation.

b. Zero Knowledge Proofs: KYC (Know Your Customer) processes are a critical component of crypto projects for security and legal compliance. Atlaspad integrates identity verification processes for token sales, NFT drops and other Web3 projects to ensure the security of users. For detail please read <https://docs.atlaspad.io/ecosystem/products/zero-knowledge-proofs-zk>

#### **4. Fees**

a. Fees and Billing: You will pay all fees charged to your account ("Fees") according to the prices and terms on the applicable pricing page, or as otherwise agreed between us in writing. We have the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment. You will provide complete and accurate billing information including a valid and authorized payment method. Fees are payable in U.S. dollars. Payments are nonrefundable except as provided in this Agreement. All transactions involving the offering are final.

b. Taxes: Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, and

other similar assessments ("Taxes"). You are responsible for all Taxes associated with your purchase, excluding Taxes based on our net income. You acknowledge that you are solely responsible for determining whether or not taxes apply to your transactions.

c. Price Change: We may change our prices by posting notice to your account and/or to our website. Price increases will be effective 30 days after they are posted, except for increases made for legal reasons or increases made to ancillary Services, which will be effective immediately.

d. Disputes and Late Payments: If you want to dispute any Fees or Taxes, please contact us within thirty (30) days of the date of the disputed invoice. Undisputed amounts past due may be subject to a finance charge of 3% of the unpaid balance per month.

## **5. Confidentiality, Security and Data Protection**

a. Confidentiality: You may be given access to Confidential Information of Atlaspad, its affiliates and other third parties. You may use Confidential Information only as needed to use the Services as permitted under these Terms. You may not disclose Confidential Information to any third party, and you will protect Confidential Information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care.

b. Protection: You must implement reasonable and appropriate measures designed to help secure your access to and use of the Services. If you discover any vulnerabilities or breaches related to your use of the Services, you must promptly contact Atlaspad and provide details of the vulnerability or breach. You accept and agree that you are solely responsible for the security of your account and for maintaining control over any user names, passwords, or other codes you use to access the Services. You understand and consent that your personal information may be required or collected, used, and released in compliance with Atlaspad's Privacy Policy.

## **6. Risks**

You have carefully considered the risks involved with using the Services, and also the risks associated with token technologies including but not limited to the possibility of losing all the tokens you have. You will only ever use your legally owned tokens unless you are authorized on behalf of a third party. The price and liquidity of blockchain assets are extremely volatile and may fluctuate drastically. Legislative and regulatory adjustments or acts at the province, federal, and international levels could have a negative impact on the use, move, trade, and value of tokens. Damages arising from fraudulent or unintentional transactions may not be recoverable.

Using the Services and/or token technologies generally carry financial risk. You acknowledge and agree that you are aware of such risks. The Services do not provide financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in these Terms to be a substitute for professional financial, legal, regulatory, tax or other advice.

## **7. Indemnification; Disclaimer of Warranties; Limitations on Liability**

a. Indemnity: By using the services provided by Atlaspad, you agree to defend, indemnify, and hold harmless Atlaspad, its affiliates, employees, officers, directors, and any associated personnel from any and all claims, damages, losses, liabilities, and expenses that arise from or are connected to your use of the platform and services.

b. Disclaimer: The services, content, and all other materials provided by Atlaspad are made available to you on an "as is" and "as available" basis. Atlaspad makes no representations or warranties, express or

implied, regarding the accuracy, completeness, reliability, or adequacy of the services. We also do not guarantee that the services will be free of interruptions, errors, or system failures.

- Warranties of title, fitness for a particular purpose, or freedom from computer viruses.
- Warranties of merchantability or satisfactory quality, including those arising from course of dealings or trade practices.

c. **Limitations of Liability:** To the fullest extent permitted by applicable law, neither Atlaspad nor its affiliates, employees, agents, or licensors will be held liable for any losses, damages, or expenses, whether direct or indirect, that result from or are related to your use of the platform. Atlaspad's total liability in connection with any claim or dispute arising from the use of the platform or services shall not exceed the amount paid by you, if any, for access to the services during the six months preceding the event giving rise to the claim.

d. **Third-Party Links and External Sites:** The platform may contain links to third-party websites or external content. These links are provided solely for your convenience, and Atlaspad has no control over and makes no representations regarding the accuracy, reliability, or content of these external sites.

## **8. Complaints**

If you, as a user, wish to raise a complaint or have concerns regarding any aspect of Atlaspad's services or operations, we encourage you to reach out to our Customer Service Team. To submit a complaint, please contact us via email at: [team@atlaspad.io](mailto:team@atlaspad.io)

We take all feedback seriously and are committed to resolving any issues to your satisfaction.

## **9. Dispute Resolution**

By agreeing to these Terms, you acknowledge and agree that your use of the Services provided by Atlaspad, as well as any matters relating to this Agreement, will be governed exclusively by the laws of the Republic of Panama.

**No Class Actions:** The parties agree that any disputes arising from or in connection with this Agreement must be addressed on an individual basis and not as part of a class action or any other consolidated, representative, or collective proceeding.

**Severability of Provisions:** In the event that any provision or part of this Dispute Resolution section is determined to be invalid, unenforceable, or illegal by a competent court or other legal body, such provision will be severed or modified to the extent necessary to make it enforceable.

## **10. General Terms**

**Governing Law:** These Terms and Conditions shall be governed exclusively by and construed in accordance with the laws of the Republic of Panama.

**Relationship of the Parties:** These Terms do not establish a partnership, joint venture, or agency relationship between you (the user) and Atlaspad. You and Atlaspad are acting as independent contractors.

**Severability and Entire Agreement:** If any provision or term of these Terms is found to be unconstitutional, illegal, or unenforceable, that provision will be severed from the rest of the Terms. The remaining provisions will continue in full force and effect.

**Amendments:** Atlaspad reserves the right to amend these Terms at its sole discretion. We will make commercially reasonable efforts to notify users of any material changes through platform notifications or

direct communications.

**Communication:** By accepting these Terms, you consent to receiving promotional communications from Atlaspad via email or other channels. If you prefer not to receive promotional communications, you can opt-out at any time.

**Export Controls:** You understand and agree that the Services provided by Atlaspad are subject to export control laws and regulations, both within Panama and internationally.

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