

# Launch Platform Terms & Conditions

Last Update: 10th February 2025

Welcome to Launch.

We are Evergon Labs B.V. (**Evergon, us** and/or **we**). We have developed the Launch Platform on which Startups can raise Funds from Backers for their Projects, in return for the issuance of digital cryptographic Crypto-assets transferable over the blockchain (**Crypto-assets**) and Stakers can stake NXRA Crypto-assets to earn reputation Crypto-assets (**MERIT**). Startups, Backers and Stakers are jointly referred to as **Users**.

We facilitate the Launch Platform, on which Startups can submit a Project to offer Utility Crypto-assets for subscription by Backers in exchange for Funds, and Stakers can earn MERIT and we provide services related thereto, including the provision of the Platform to Users, staking services to Stakers and the acceptance of Projects, Startups and Backers to the Launch Platform (the **Launch**). For more information, you can visit our **Website**:

<https://www.launch.nexera.network/>

## 1. Purpose

- 1.1. These Platform Terms (the Terms) apply to the relationship between Evergon and Users of Launch. By accessing, using, or attempting to use Launch in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access or use Launch.
- 1.2. Depending on the country of residence or the country from which User accesses Launch, User may not be permitted to use Launch. User is responsible for complying with all rules and regulations applicable in its country of residence and/or the country from which User accesses Launch. User represents and warrants that its use of Launch is permitted under applicable regulations.
- 1.3. Additional information, guidelines and FAQ's regarding Launch, as amended from time to time, may be published on the Website.
- 1.4. These Terms do not govern any (commercial and/or legal) relationship between Startups and Backers regarding the sale of Crypto-assets (**Terms and Conditions of Crypto-assets Sale**). Evergon is not a party to such Terms and Conditions of Token Sale, but merely facilitates a platform for Startups and Backers. If a Startups decides to govern the relationship with Backers by Terms and Conditions of Token Sale, it will be made available to Backers before the purchase of Crypto-assets. The content terms of Terms and Conditions of Token Sale are at sole discretion and responsibility of a Startups.
- 1.5. By participating in a Crypto-assets sale, Backers must take into account the risks of utility token sales, as the Funds transferred by Backers may be lost and/or may not bring the return(s) desired or expected by Backers due to Startups's or Project's (financial) difficulties, insolvency or other circumstances.

- 1.6. Users are solely responsible for all interactions related to Projects with other Users that take place through Launch, including any statements, representations, or acts or omissions following such interactions.
- 1.7. Startups may only offer unregulated Crypto-assets via Launch which are not supervised, authorized or otherwise subject to supervisory practices by any regulatory or governmental authority. This is the sole responsibility of Startups.

## 2. Definitions

- 2.1. **Account:** The online personal environment on Launch which Users can access by using their (external) cryptocurrency wallet address.  
**Agreement:** The agreement between Evergon and User, consisting of these Terms and any supplementary written agreements between User and Evergon.
- 2.2. **Evergon:** Evergon Labs B.V., incorporated under the laws of the Netherlands, having its corporate seat in Utrecht (address: Radonweg 2D, 3542 AN Utrecht, The Netherlands), trade register number 93836996.
- 2.3. **Backer:** natural person accepted to Launch by Evergon after completion of the Onboarding Process.
- 2.4. **Launch Platform or Platform:** We facilitate Launch, on which Startups can submit a Project to offer Crypto-assets for subscription by Backers in exchange for Funds, and Stakers can earn MERIT and we provide services related thereto, including the provision of the Platform to Users, staking services to Stakers and the acceptance of Projects, Startups and Backers to Launch (Launch). Launch is available via <https://www.fundrs.app>.
- 2.5. **Funds:** Stablecoins that aim for a stable 1:1 value with the USD, namely USDC or any other stablecoins, that are facilitated by Launch and accepted by an individual Startups in relation to a Project.
- 2.6. **KYC Procedure:** The identity verification procedure (**KYC**) conducted by GB Group plc (**GBG**) for Launch. In the case of Startups, the KYC may also be conducted by Evergon. We refer to our Privacy Notice for more information on the KYC Procedure and GBG.
- 2.7. **NXRA:** token issued by Evergon, native to and having use and utility within the Evergon's Ecosystem.
- 2.8. **Presale:** The second round of Token sale initiated by Startups, accessible for a selected group of Backers only (to be determined by Startups).
- 2.9. **Private Sale:** The first round of Token sale initiated by Startups, accessible for a selected group of Backers only (to be determined by Startups).
- 2.10. **Project:** The project for which Startups is seeking Funds from Backers via Launch.

- 2.11. **MERIT:** The non-transferable reputation token that reflects the reputation of User on the Evergon Protocol (**User Level**), and may be required to access the Private Sale or Presale of Startups (**User Level**).
- 2.12. **Startups:** The legal person (represented by an authorized individual) accepted to Launch to offer Crypto-assets for subscription by Backers in exchange for Funds.
- 2.13. **Staking:** Locking Crypto-assets in Evergon's staking contract to earn MERIT as a reward.
- 2.14. **Crypto-assets:** The cryptographic utility tokens issued by a Startups in relation to a Project which are transferred to Backers in return for Funds in the manner set out in these Terms.
- 2.15. **User:** The natural or, only in case of Startups, a legal person (represented by an authorized individual) making use of Launch, being a Startups, Backer or Staker.
- 2.16. Other definitions – recognizable by use of a capital letter at the beginning - may also be explained in the text below.

### 3. Registration and requirements: Startups

- 3.1. In order to submit the Project, Startups must complete an acceptance process conducted by Evergon (the **Acceptance Process**). As long as the Acceptance Process has not been completed, Startups may not submit the Project to Launch.
- 3.2. The Acceptance Process consists of the following stages:
  - 3.2.1. Startups provides Evergon with the **Hard Data**, consisting of: (i) the necessary information to perform the KYC Procedure, (ii) information on the nature of the Project and the envisaged use of the Funds raised from Backers, including essential information on the nature and the risks of the proposed Project, and (iii) any other information requested by Evergon and/or GBG.
  - 3.2.2. Evergon or GBG conducts the KYC Procedure of Startups and at sole discretion of Evergon any other legal entity relevant to the Token sale. If GBG conducts the KYC Procedure, Evergon provides GBG with the relevant information provided by Startups. We refer to our [Privacy Notice](#) for more information on the KYC Procedure.
  - 3.2.3. Evergon will assess whether the Hard Data described in Clause 3.2.1 complies with the requirements of Launch (the steps described under 3.2.1, 3.2.2 and 3.2.3 collectively referred to as the **Prefilter Process**). The Hard Data will be provided via an application form.
  - 3.2.4. In case of a *negative* outcome of the Prefilter Process, Startups will be denied access to Launch or will be denied raising Funds for a specific Project on Launch.

- 3.2.5. In case of a *positive* outcome of the Prefilter Process, the Acceptance Process proceeds to the next step.
- 3.2.6. After the Prefilter Process, Startups must provide additional information on, amongst others: the nature of the Project, the envisaged use of Funds and the necessary amount of Funds, the nature of the Crypto-assets it intends to issue (i.e., what the utility of the Token will be), the sale period, and the soft cap (minimum amount of Crypto-assets that Startups intends to sell) and hard cap (maximum amount of Crypto-assets that Startups intends to sell) for the project (all together: **Soft Data**). The Soft Data will be provided via a questionnaire or application form.
- 3.2.7. Based on the Soft Data, Evergon determines whether Startups may raise Funds on Launch for this specific Project, based on Evergon's view on the Project, including the trustworthiness and risks of the Project and the likelihood of success of the Project.
- 3.3. After the Acceptance Process has been successfully completed, Startups may submit its Project and offer Crypto-assets for subscription by Backers.
- 3.4. Evergon may, in its sole discretion, reject the Project at any time during the Acceptance Process and thereafter and delete all information related to it. In addition, Evergon reserves the right to deviate from the Acceptance Process criteria. Evergon may, in its sole discretion, add Projects to Launch.

#### 4. Registration and requirements: Backers

- 4.1. In order to use Launch, Backer must complete the process of onboarding conducted by Evergon (the **Onboarding Process**). As long as the Onboarding Process has not been completed, Backer may not use Launch.
- 4.2. As part of the Onboarding Process, Backer must provide GBG via Launch with the information required for the KYC Procedure. GBG will consequently perform the KYC Procedure. We refer to our Privacy Notice for more information on the KYC Procedure. Only natural persons can become Backers, we currently do not offer an Onboarding Process for any legal persons, such as companies, funds, trusts, investment companies, endowments and others.
- 4.3. Depending on relevant regulatory requirements, the Onboarding Process may also include, for example (but not limited to), a process to determine the qualification of the investor, an entry knowledge test or proof of Fundr's residence. Backer will provide Evergon with all necessary information to execute the Onboarding Process.
- 4.4. After the Onboarding Process has been completed, Backer is able to subscribe to a Project.
- 4.5. During the Private Sale and Presale rounds, only the following Backers are eligible to subscribe:
  - 4.5.1. whitelisted Backers, that hold a Whitelist NFT; and

- 4.5.2. Backers that have sufficient MERIT (as determined by Evergon), if a Startups determined that MERIT holders are eligible to participate in the round.
- 4.6. If any Crypto-assets are remaining after the Private Sale and Presale, Startups may request Evergon to offer Crypto-assets during another sale round to be determined by Evergon in consultation with Startups, and Evergon may, in its sole discretion, reject such request of Startups.

## 5. Staking on Launch

- 5.1. If a User decides to stake NXRA Crypto-assets on Launch, it acts as a Staker. As a reward for staking NXRA Crypto-assets Staker shall receive MERIT Crypto-assets that may be required to access some of Private Sales or Presales on Launch Platform. Evergon determines if and how many MERIT Crypto-assets are required to gain access to Private Sales or Presales on a case-by-case basis.
- 5.2. Stakers can select how many NXRA Crypto-assets they wish to stake and for how long (“Staking Period”). Staker can choose between **Ordinary Staking** and **Locked Staking**. With Ordinary staking Staker receives MERIT periodically for the duration of their Staking Period. Once withdrawn, no more MERIT is earned. With Locked Staking, Stakers stake NXRA for a predetermined period of time, either for 90, 180, 360 days, and receive the predetermined amount (depending on the Staking Period chosen) of MERIT at the beginning of the Staking Period.
- 5.3. The amount of MERIT Crypto-assets that Stakers receive for staking NXRA Crypto-assets depends on (i) the amount of staked NXRA and (i) the Staking Period. The formula for the calculation of the amount of MERIT is as follows:
  - 5.3.1.  $\text{Tier multiplier} \times \text{NXRA staked} \times \text{MERIT multiplier} \times \text{Staking Period (no. of seconds)}$  whereby
    - 5.3.1.1. the **Staking Tier Multiplier** is determined by the **Staking Tier**, the multipliers are
    - 5.3.1.2. 0.35 (**No Tier**) if Staker stakes between 1-4999 NXRA Crypto-assets,
    - 5.3.1.3. 0.5 (**Bronze**), if Staker stakes between 5000 - 19999 NXRA Crypto-assets,
    - 5.3.1.4. 0.625 (**Silver**), if Staker stakes between 20.000 - 49.999 NXRA Crypto-assets,
    - 5.3.1.5. 0.75 (**Gold**) if Staker stakes between 50.000 - 249.999 NXRA Crypto-assets,
    - 5.3.1.6. 1.5 (**Platinum**), if Staker stakes between 250.000 - 1.000.000 NXRA Crypto-assets;
    - 5.3.1.7. NXRA staked is the number of NXRA Crypto-assets that Staker decides to stake;

- 5.3.1.8. MERIT multiplier is 0.00000015625 and indicates the number of MERIT minter per second;
- 5.3.2. Staking Period is the total number of seconds that NXRA Crypto-assets were staked.
- 5.4. During the Staking Period Staker's Crypto-assets are locked in the staking smart contract, Evergon does not have any control over or have custody of (does not possess a private key to staking smart contract) NXRA Crypto-assets while staking.

## 6. Crypto-assets offer Process

- 6.1. Upon successfully completing the Acceptance Process, a Startups may offer Crypto-assets via Launch for subscription by Backers (**utility token offer**) and may market the Project to potential Backers for the period set out in the Soft Data provided as part of the Acceptance Process. As part of the Soft Data that is provided during the Acceptance Process, Startups sets a minimum amount of Funds Startups intends to raise for the utility token offer (the **Soft Cap**), as well as a maximum amount of Funds Startups intends to raise (the **Hard Cap**).
- 6.2. The **Crypto-assets offer Process** is as follows:
  - 6.2.1. The Crypto-assets issued by Startups, as determined in accordance with the specifications of the Project in the questionnaire of the Acceptance Process, are placed into escrow on a smart contract controlled by Evergon.
  - 6.2.2. A Startups can whitelist wallets to grant Backers access to a utility token offer. After whitelisting by Startups, the associated Project will appear in the Account of Backer, and Backer is able to mint the whitelist non-fungible token (**Whitelist NFT**) in the Account. Backers with Whitelist NFT's have access to a utility token offer.
  - 6.2.3. Backers can subscribe for these Crypto-assets via the Project page on Launch.
  - 6.2.4. Backer transfers Funds to the smart contract, to be placed in escrow.
  - 6.2.5. Such Funds cannot be retrieved once it is placed into escrow.
  - 6.2.6. After the transfer of Funds to the escrow smart contract deployed by Evergon, Backer receives a NFT that represents the transfer of Funds and makes Backer eligible to claim its Crypto-assets once the subscription period set by Startups has ended (**Funding NFT**).
  - 6.2.7. NFTs and Crypto-assets are digital content. Prior to subscribing, Backers are requested to waive their right of withdrawal in relation to Project related digital content (Funding NFT(s) and Crypto-assets). Backers receive confirmation of their subscription and their waiver of withdrawal rights of Project related digital content.

- 6.2.8. If Backer is eligible to subscribe to Crypto-assets on the basis of MERIT held, the relevant number of MERIT will be burned once the smart contract has received the Funds.
- 6.2.9. The Funding NFT is transferable.
- 6.2.10. Once the subscription period set by Startups has ended Startups may request Evergon to approve the release of Funds (**Withdrawal Request**). Upon approval by Evergon of the Withdrawal Request, the smart contract will automatically release Funds held in escrow. Crypto-assets of the Project held in escrow shall be released to Backers in accordance with the timeline of such release as stated by Startups on Launch Platform.
- 6.2.11. Startups receives the Funds transferred by Backers to the smart contract minus a fee (Fee). The fee may be determined and paid in a different manner as agreed by Startups and Evergon.
- 6.3. Backer may choose either of the following options:
  - 6.3.1. Backer may return its Funding NFT to the escrow smart contract and receive the released Token(s); or
  - 6.3.2. Backer may hold its Funding NFT, thereby earning MERITs and increasing its MERIT and User Level. Holding the Funding NFT instead of claiming the Crypto-assets does not entitle Backer to any form of interest to be paid over the transferred Funds or the Crypto-assets. If Backer chooses to hold on to the Funding NFT, the Crypto-assets will remain in escrow.
  - 6.3.3. If the Withdrawal Request is not approved by Evergon, the smart contract will transfer the Funds to the wallet holding the Funding NFT at that moment.

## 7. Responsibilities, representations, and warranties

- 7.1. Evergon:
  - 7.1.1. functions as mere facilitator of the Crypto-asset placing process;
  - 7.1.2. facilitates the placing of the Crypto-assets on Startups's instruction; and
  - 7.1.3. represents and warrants it is a legal entity duly incorporated and validly existing under the laws of the Netherlands and has all requisite corporate power and authority to carry on its activities as now conducted.
- 7.2. Evergon gives Users no representation, warranty or other assurance as to:
  - 7.2.1. Evergon's ability to (further) develop Launch, or procure the (further) development of, Launch;
  - 7.2.2. the accuracy or completeness of the information set out in any white paper or similar documentation regarding Launch;

- 7.2.3. the fitness of Crypto-assets, Projects, or Launch for a particular purpose;
  - 7.2.4. the success of Launch, or Projects;
  - 7.2.5. whether NXRA is fit for any particular purpose;
  - 7.2.6. whether NXRA constitutes any proprietary right.
- 7.3. Startups:
- 7.3.1. is responsible for the creation and issuance of Crypto-assets and transferring the Crypto-assets to the Smart Contract;
  - 7.3.2. may solely use Launch for its own Project;
  - 7.3.3. is responsible for the hardware, infrastructure and auxiliary software and ensures that the (auxiliary) software for its own hardware is installed, organized, parameterized, and tuned;
  - 7.3.4. shall take appropriate measures to ensure that any equipment that is used by Startups to access Launch, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
  - 7.3.5. is responsible for the management, monitoring, checks of the settings, (manner of) implementation, and use of Launch provided by Evergon;
  - 7.3.6. Startups remains responsible for the use of Launch by its employees and/or auxiliary persons;
  - 7.3.7. acknowledges the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and Crypto-assets and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of Launch and/or Crypto-assets.
  - 7.3.8. acknowledges and agrees that, if applicable, Startups shall be responsible for any taxation related to obtaining Funds for its utility token offer, including but not limited to determining, declaring, withholding, collecting, reporting and remitting the correct amount of payable tax to the competent tax authorities in Startups's specific case.
- 7.4. Startups represents and warrants that:
- 7.4.1. Startups is authorized to submit a Project, raise Funds and offer Crypto-assets for subscription by Backers, meaning that Startups has all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements;
  - 7.4.2. all information provided relating to the Acceptance Process and the use of Launch is complete and correct;



- 7.4.3. all information provided relating to the Project is complete, adequate and understandable for Backers to make an informed decision on whether to subscribe;
  - 7.4.4. Crypto-assets offered by Startups are not securities or other regulated investments or products; and
  - 7.4.5. Startups will only use Launch in accordance with these Terms, the Privacy Notice and applicable law.
- 7.5. Backer:
- 7.5.1. is fully aware of the risk of transferring Funds to Projects, and is solely responsible to obtain external advice on the adequacy and acceptability of the Project;
  - 7.5.2. shall take appropriate measures to ensure that any equipment that is used by Backer to access Launch, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
  - 7.5.3. acknowledges the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and Crypto-assets and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of Launch and/or Crypto-assets.
  - 7.5.4. acknowledges and agrees that, if applicable, Fundr shall be responsible for any taxation related to obtaining Crypto-assets from Startups's utility token offer, including but not limited to determining, declaring, withholding, collecting, reporting and remitting the correct amount of payable tax to the competent tax authorities in Startups's specific case.
- 7.6. Backer represents and warrants that:
- 7.6.1. Backer is authorized to use Launch, and agrees to these Terms, meaning that Backer has legal capacity, all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements.
  - 7.6.2. Backer is able to provide sufficient information and documentation to satisfy anti-money laundering and KYC requirements under applicable law;
  - 7.6.3. If, in the jurisdiction to which Backer is subject, the purchase of Crypto-assets is only permissible if Backer satisfies certain conditions, such as being an 'accredited investor', Backer satisfies all such conditions; and
  - 7.6.4. Backer will only use Launch in accordance with the Terms, applicable Privacy Notice, and applicable law.
- 7.7. Staker:

- 7.7.1. shall take appropriate measures to ensure that any equipment that is used by Backer to access Launch, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
- 7.7.2. acknowledges and agrees that Launch is still being developed and may contain bugs or otherwise dysfunctions;
- 7.8. Staker represents and warrants that:
  - 7.8.1. Staker owns or has a right to use staked NXRA Crypto-assets;
  - 7.8.2. Staker is authorized to use Launch, and agree to these Terms, meaning that Staker has legal capacity, all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements.
  - 7.8.3. If, in the jurisdiction to which Staker is subject, staking is only permissible if Staker satisfies certain conditions, Staker represents and warrants to satisfy all such conditions; and
  - 7.8.4. Staker will only use Launch in accordance with the Terms, applicable Privacy Notice, and applicable law.

## 8. Acceptable Use Policy

- 8.1. User agrees not to use Launch for any purpose that is prohibited by these Terms, or applicable law, and only for the purpose that Evergon intended it for. User is responsible for all its activity in connection with its Account and Launch. By way of example, and not as a limitation, User shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any information on or through Launch that:
  - 8.1.1. infringes any patent, trademark, trade secret, copyright, right of publicity or other (intellectual property) right of any other person or entity (including Evergon) or violates any law or contractual duty;
  - 8.1.2. User knows is false, misleading, untruthful or inaccurate;
  - 8.1.3. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by Evergon after being informed about this;
  - 8.1.4. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
  - 8.1.5. other than appropriate use of an invitation URL, involves commercial activities (whether or not for profit) and/or sales without Evergon's prior written consent;

- 8.1.6. contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Evergon or any third party;
- 8.1.7. impersonates any person or entity, including any employee or representative of Evergon; or
- 8.1.8. includes anyone's identification documents or sensitive financial information except as envisaged in the Privacy Notice;
- 8.2. Furthermore, User shall not (directly or indirectly):
  - 8.2.1. use Launch in any way that affects the integrity or continuity of Evergon's systems;
  - 8.2.2. resell or redistribute (parts of) Launch in any way;
  - 8.2.3. send unsolicited messages to Evergon and or to any third-party recipient;
  - 8.2.4. take any action that imposes or may impose an unreasonable or disproportionately large load on Evergon's (or its third-party providers') infrastructure;
  - 8.2.5. interfere or attempt to interfere with the proper working of Launch or any activities conducted on Launch;
  - 8.2.6. bypass any measures Evergon may use to prevent or restrict access to Launch (or other accounts, computer systems or networks connected to Launch);
  - 8.2.7. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of Launch;
  - 8.2.8. modify, copy, mirror, scrape, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit Launch;
  - 8.2.9. otherwise take any action in violation of these Terms.
- 8.3. Insofar as is permitted by law, User indemnifies and compensates Evergon for all third-party claims (including settlement costs and reasonable attorneys' fees) arising from any use of Launch by User that is in violation with these Terms or the applicable legislation, or is unlawful in any other way.
- 8.4. If, in Evergon's judgment, a User acts in breach of the Terms, Evergon reserves the right to block or terminate the Account at any time and delete all information related to it.

## 9. Confidentiality

- 9.1. Users will treat as confidential the information provided by Evergon, if this information has been marked as confidential or if User knows or should reasonably assume that this information was intended to be confidential. Users shall not use any information for any purpose other than is necessary for the use of Launch. Users shall impose these confidential obligations on their employees and other third parties engaged by them.
- 9.2. These provisions continue to apply after the User has stopped using Launch for any reason whatsoever and for as long as Evergon has the right to invoke the confidential nature of such information.

## 10. Term and termination

- 10.1. Users shall have the right to terminate the Agreement any time by deregistering from Launch or by a notice to Evergon on the condition that: (i) at the time of termination of the Agreement, User does not have any effective obligations, pending to Projects (as a Startups), and does not have any rights and obligations related to Terms and Conditions of Token Sale; (ii) at the time of termination of the Agreement, User is not involved in a utility token offer Process, and (iii) at the time of termination of the Agreement, User has settled with Evergon adequately and in full based on any agreement between User and Evergon, and does not have any Funds or any other outstanding obligations due to Evergon or other parties using Launch.
- 10.2. Evergon has the right to partially or entirely terminate, suspend or alter the provision of Launch at any time, without prior notification, and for any reason at its sole discretion, for example (without limitation) if Evergon decides to cease or alter one or more of its services in general. In addition, Evergon may, in its sole discretion, suspend, restrict or terminate User's access to any Launch, or terminate this Agreement without liability to the User, at any moment without prior notice.

## 11. Availability, disclaimer of warranties

- 11.1. To the maximum extent permitted by law, hereby Evergon disclaims all implied warranties with regard to Launch. Launch is provided 'as is' and 'as available' without warranty of any kind, meaning that Evergon does not guarantee that Launch is free of errors and functions without any interruptions. In addition, Evergon rejects all implied warranties that Launch and the use thereof comply with User's expectations thereof.
- 11.2. Evergon will make commercially reasonable efforts to make Launch available as much as possible. However, Evergon does not make any commitments with regard to the availability, continuity, functionality or usability of Launch, nor does it make any other commitments other than those expressly set out in these Terms. User acknowledges Launch is provided over the internet and ,if applicable, mobile networks and thus the quality and availability thereof may be affected by factors outside Evergon's reasonable control.

- 11.3. Evergon shall make commercially reasonable efforts to improve the functionality of Launch, including through updates and to correct faults/errors. If any maintenance or modification could lead to limitations of availability, Evergon shall make reasonable efforts to perform such maintenance during periods in which relatively limited use is made of Launch by Users.
- 11.4. Users expressly acknowledge and agree that they understand the risks involved in using Launch, and the development of Launch by Evergon, including without limitation that:
  - 11.4.1. the technology associated with Launch will not function as intended;
  - 11.4.2. Launch will fail to attract sufficient interest from Users;
  - 11.4.3. Evergon may be subject to investigation and punitive actions; and
  - 11.4.4. Launch may be subject to significant legal and regulatory requirements.
- 11.5. Evergon reserves the right to use third parties to supply (parts of) Launch (Subcontractors).

## 12. Liability

- 12.1. Evergon is not liable to User for any damage User suffers as a result of or in connection with the use of Launch Platform by User, unless arising from Evergon's willful misconduct or gross negligence. In any event, without limitation, Evergon is not liable for:
  - 12.1.1. the actions or inactions of Users;
  - 12.1.2. the accuracy and correctness of information provided by Startups in the submitted Projects;
  - 12.1.3. the situation where User's device is stolen, and any third party subsequently makes use of User's Account;
  - 12.1.4. any damage caused when a User acts on incorrect or incomplete information provided by another User (e.g. if a Startups provides incorrect information on its Project);
  - 12.1.5. any damage caused by a Backer or Startups not complying with its obligations under these Terms;
  - 12.1.6. any damage caused by a Backer or Startups not complying with its obligations, promises or other agreements toward other Users (e.g. when Startups goes bankrupt and fails to provide the Crypto-assets invested in by Backer, );
  - 12.1.7. failure to meet any of Evergon's obligations under these Terms where such failure is due to events beyond Evergon's control or beyond the control of Subcontractors (for example failures of the internet, data network or telecommunication facilities, (cyber) crime, (cyber) vandalism, network failures;

- 12.1.8. any damage or alteration to User's equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of Launch;
- 12.1.9. damage of User that occurs due to the fact Evergon assumed incorrect or incomplete information provided by that User; and x. the disruptions and/or inadequate provision of the services of Subcontractors, including GBG.
- 12.2. If Evergon is liable, for any reason, the total aggregate liability of Evergon to User shall not exceed the total amount of Fees paid by User in the six months prior to the date on which the liability causing event(s) occurred.
- 12.3. Evergon's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from third parties, and damages in connection with engagement of third parties by User, as a result of or in connection with Launch, is excluded.
- 12.4. Evergon is not liable for any loss arising in the performance of its services related to Launch due to Evergon acting on incorrect or incomplete information provided by User.
- 12.5. Nothing in these Terms shall exclude or limit Evergon's liability which cannot be excluded or limited under applicable law.

### 13. Indemnification

User shall indemnify and hold Evergon and its officers, directors, members, employees, agents and affiliates from and against any and all claims, actions, audits, demands, damages, losses, investigations, inquiries, costs or expenses including without limitation reasonable attorney's fees, or any other proceeding instituted by a person or entity that arises out of or relates to: (i) User's (non-)performance of a Token Sale Agreement, (ii) an actual or alleged breach of User's representations, warranties, or obligations set forth in these Terms, (iii) User's wrongful or improper use of Launch, (iv) and also from any claim resulting from abuse or violation of any rights by other Users of Launch.

### 14. Intellectual Property

- 14.1. Evergon (or our licensor or supplier, if applicable) is the exclusive owner of all intellectual property rights vesting in and/or relating to Launch (including the underlying source and object code), including, but not limited to, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know how, property rights and processes (the Intellectual Property Rights).
- 14.2. Evergon grants User a non-transferable, non-sublicensable, royalty-free and non-exclusive right to use Launch, subject to User complying with all its obligations set forth in these Terms.

- 14.3. If User does not (longer) complies with its obligations under these Terms, Evergon can withdraw the right to use Launch with no notice of default being required or any compensation being due.
- 14.4. User guarantees to be the owner and/or lawful licensee of all Intellectual Property Rights on the information and Project provided by that User to Evergon and Launch. User grants Evergon a transferable, sublicensable, royalty-free and non-exclusive license to use such information in the course of providing Launch.
- 14.5. Nothing in this Terms shall be construed to assign or confer to any Intellectual Property Rights of Evergon to User, from User to Evergon or from User to another User.

## 15. Privacy and data protection

- 15.1. By providing Launch to User, Evergon processes personal data of User. For more information on the processing of personal data by Evergon, please consult our Privacy Notice.
- 15.2. By using Launch, User may process personal data itself as well. User guarantees to only process personal data in line with the relevant privacy legislation, such as but not limited to, the General Data Protection Regulation (GDPR).
- 15.3. If a funding process is initiated on Launch, the Startups will request the KYC results of Fundrs that applied to participate in Startups's token sale. We sign the KYC results with a cryptographic signature and forward the KYC them to Startups. Startups can make an autonomous decision on the approval of an individual Backer. When facilitating the transfer of KYC results from Backers to Startups we act as data processors of Startups who act as data controllers of the obtained data. We conduct data processing in accordance with the data processing agreement set out in the Annex I of these Terms and Conditions.

## 16. Miscellaneous

- 16.1. Evergon reserves the right to amend these Terms. Any material changes to the Terms will be announced via Launch and (if possible) by sending a notification to the User or the Account, at least 15 days before the changes have effect. If User does not agree with the changes, User has the right to terminate its use of Launch. Continued use of Launch after the effective date applies as acceptance of the amended Terms.
- 16.2. If Evergon does not enforce (parts of) these Terms, this cannot be construed as consent or as a waiver of the right to enforce them at a later moment against any User.
- 16.3. User cannot transfer its rights and obligations under these Terms to third parties. Evergon can assign and/or transfer all rights and obligations under these Terms to a third party, without consent from User being required.
- 16.4. If any provision of these Terms is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise

unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

- 16.5. Contributions made to fundraising campaigns on Launch are final and non-refundable once the fundraising period concludes, regardless of project outcome. In the event of campaign cancellation prior to completion, Evergon may, at its sole discretion, return contributions, subject to operational, technical, and legal constraints. Any such refunds, if issued, will be made in the original contribution currency, unless impractical due to regulatory or operational reasons. Participants acknowledge that fundraising involves risks, including project discontinuation, failure, or regulatory changes, and expressly waive any claims against Evergon related to lost contributions, project outcomes, or changes in applicable laws.

## 17. Applicable law and jurisdiction

- 17.1. These Terms shall be exclusively governed by and construed in accordance with the laws of the Netherlands.
- 17.2. All disputes arising out of or in connection with these Terms shall be exclusively submitted to the competent court in Utrecht, the Netherlands (Rechtbank Midden-Nederland, locatie Utrecht).
- 17.3. In the case of consumers, the choice of law and the choice of forum do not affect the consumer's statutory rights and protection under the applicable consumer protection laws of the consumer's country of residence.

Evergon Labs B.V. providing Launch

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