

Terms & Conditions for Neptun.finance

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These Terms & Conditions ("Terms") govern your use of Neptun.finance LBP Launchpad ("Launchpad") and the Services (defined below), provided by Neptun.finance ("Neptun", "we", "us", or "our"). By accessing or using the Launchpad, you agree to be bound by these Terms. These Terms also include any guidelines, additional terms, policies, and disclaimers made available or issued by Neptun from time to time.

These Terms constitute a binding and enforceable legal contract between Neptun and its affiliates and subsidiaries worldwide and you, an end user of the Services ("you" or "User") in relation to the Services.

The Platform strictly prohibits individuals or entities located in, or legally tied to, certain jurisdictions, including the United States of America, which we refer to as Restricted Persons, from accessing our offerings. This policy is non-negotiable, and no exceptions will be made. If you fall into the category of a Restricted Person, you are explicitly prohibited from attempting to access or use our Interface.

Furthermore, the use of virtual private networks (VPNs) or any other methods by Restricted Persons to access or utilize the Interface is strictly prohibited. Access to our site is not permitted in any jurisdiction where such action would violate local laws. It is imperative that you thoroughly read and understand these terms of use before engaging with the site. These terms apply universally to all users of the site, and by accessing it, you agree to be legally bound by them.

Included within these terms is a mandatory clause for individual arbitration and a waiver for class action/jury trials. This means that disputes must be resolved through individual arbitration rather than through jury trials or class actions.

By using the Services, you agree that you have read, understood, and to are bound by these Terms, as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all these Terms or comply with the requirements herein, please do not access or use the Services.

1. OUR SERVICES

(a) The Neptun.finance platform ("Platform") offers the following service offering referred to as ("Service") Liquidity Bootstrapping Pool (LBP), the usage of this Service whereof is regulated as per their respective terms read with these Terms, which term includes the underlying application, all services available through the Platform, and all free trials and beta services made available by the Platform.

Within the Site's framework, Neptun provides access to a decentralized finance application, referred to as the "Application" or "Neptun dapp," operating on the Solana blockchain ecosystems. This allows users holding blockchain-based assets, known as "Cryptocurrency Assets," to conduct transactions using smart contracts, referred to as "Smart Contracts." Engaging with the Neptun service may involve certain fees, such as gas charges on the Solana network, required for transaction execution.

It is essential for you to understand and acknowledge that Neptun does not influence any operational aspects of transactions, including transaction conduct, payment mechanisms, or payment facilitation processes. You are responsible for ensuring the availability of adequate funds in your account to successfully execute transactions on the Neptun platform before initiating any such transaction.

(b) The User may be required to connect their wallet to the Platform to gain access to some of the Services. We are not responsible for any loss or damage that may arise from such integration. The User recognizes and consent to the fact that Neptun has no control over the specifics of transactions conducted via the platform, including payment methods or completion of payments, which may involve the use of third-party services such as Phantom, Metamask, or similar cryptocurrency wallet services. We are not responsible for any loss or damage that may arise from such integration. Similarly, you must ensure that your Cryptocurrency Wallet, compatible with Neptun, is adequately funded with the relevant cryptocurrency tokens required for transactions on both the Neptun platform and the Solana network before initiating any transaction.

(c) You understand that the Platform Services involve nascent technologies, and the usage of such Services could result in partial or complete loss of funds.

(d) Neptun does not provide investment advice and makes no guarantees regarding the success of any LBP offering.

2. ACCESS TO THE SERVICES

(a) By using the Services, you represent and warrant that:

(i) you have full legal capacity and authority to agree and bind yourself to these Terms.

(ii) you are eighteen years of age or older.

(iii) your use of the Services is (A) not prohibited by applicable law, and (B) always compliant with applicable law.

(iv) By accessing the Platform, you affirm that you are not listed on any Sanction Lists and do not meet the criteria of a Restricted Person. Sanction Lists refer to any compilations of economic/trade embargoes or individuals designated or blocked by international organizations or governmental bodies worldwide. This encompasses, among others, lists of sanctions maintained by entities such as the United Nations (accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>), the European Union, the United States, and the United Kingdom.

(v) are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your User account.

(vi) The services, information, and products offered by our Platform may not be suitable or legally allowed for use in specific jurisdictions. You are forbidden from accessing or utilizing our Platform in any jurisdiction where such actions would violate local laws or necessitate compliance with that jurisdiction's laws or registration mandates.

(vii) We retain the authority to limit access to the Platform for any individual, geographic region, or jurisdiction as we deem necessary. Particularly, Neptun does not support transactions with digital wallets located in or individuals residing in specific regions, including Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, North Korea, Somalia, Sudan, Syria, Yemen, Zimbabwe, or any other areas listed on the Sanction Lists.

(viii) Neptun utilizes technology to detect and deter the usage of our interface by wallets that do not adhere to our terms, with a specific focus on preventing access from Restricted Persons and entities in Prohibited Localities. You agree not to employ any technology or method to bypass the terms outlined herein.

(ix) You are prohibited from using software or network manipulation methods, including Virtual Private Networks (VPNs), to change your internet protocol address or circumvent these restrictions.

(b) You should take steps to ensure the confidentiality of your personal information and restrict access to the devices you use to access the Platform.

Restricted Persons consist of individuals or entities recognized by international organizations or governmental bodies and listed on Sanction Lists. This category also includes any individual or entity located in, holding citizenship of, incorporated within, or having a registered office in the designated Prohibited Localities.

3. FEES

Neptun applies a fee system for accessing Liquidity Bootstrapping Pools (LBPs), wherein the fee percentages for standard LBPs are determined based on the accumulated quantity of the base token balance upon the conclusion of an LBP. The conclusion of an LBP is marked by the withdrawal of both the main and base token balances by the liquidity provider. The accumulated quantity subject to fees includes increments to the base tokens resulting from swaps and associated swap fees.

4. YOUR RESPONSIBILITIES

(a) You are prohibited from using the Services in any manner other than expressly permitted in these Terms. Without limiting the foregoing, you must not:

(i) Infringe upon any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Neptun;

(ii) Transmit any data or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware through the Services;

(iii) Utilize any robot, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof, except as permitted by the Terms;

(iv) Create any backup or archival copies of the Platform or any part thereof, including disassembling or decompiling the Platform;

(v) Use the Services in any unlawful manner, for fraudulent or malicious activities, or in any way that contradicts these Terms; or

(vi) Violate applicable laws in any manner.

(b) You affirm that you are familiar with the laws and regulations governing your use of the Services. You are solely responsible for ensuring compliance with various applicable laws, and you will be held solely liable for any consequences resulting from a breach of your obligations in this regard.

(c) YOU AGREE TO FAMILIARIZE YOURSELF WITH THE PLATFORM, ITS SERVICES, AND THEIR INTENDED USAGE. YOU AGREE TO FOLLOW ALL NECESSARY STEPS FOR USING THE PLATFORM AS INTENDED. WE DISCLAIM ANY LIABILITY FOR ERRONEOUS USE OF THE PLATFORM DUE TO USER ERROR.

(d) You agree to provide full cooperation, at your own expense, to Neptun in its defense against any proceedings initiated against it due to a breach of your obligations or covenants under these Terms.

5. NEPTUN'S INTELLECTUAL PROPERTY

(a) All rights, title, and interest in and to the Services, including all intellectual property rights arising from the Services, are owned by or licensed to Neptun. Subject to your compliance with these Terms, Neptun grants you a non-exclusive, non-sublicensable, and limited license to use the Services as permitted herein.

(b) Except as expressly stated in these Terms, nothing herein shall be construed as conferring any right or license to Neptun's or any third party's intellectual property rights.

(c) You may provide suggestions and feedback, including bug reports, regarding the Services from time to time ("Feedback"). Neptun may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any obligation of royalty, acknowledgment, prior consent, or any other restriction arising from your intellectual property rights.

6. THIRD PARTY SERVICES

(a) The Services may include services, content, and information owned, made available, or otherwise licensed by a third party ("Third Party Services") or contain links to Third Party Services. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that the use of such Third Party Services is solely at your own risk.

(b) Neptun makes no representations and excludes all warranties and liabilities arising out of or pertaining to such Third Party Services, including its accuracy or completeness.

(c) All intellectual property rights in and to Third Party Services are the property of the respective third parties.

7. INDEMNITY

By using the Services, you agree to indemnify and protect Neptun, its affiliates, subsidiaries, licensors, and their respective directors, officers, members, managers, employees, and agents from any claims and expenses arising from your use of the Services, a violation of any provision of these Terms by you or anyone using the Services on your behalf, a violation by you of any applicable laws, or any third-party claim arising from or related to an allegation that your use of the Services in line with these Terms violates the rights of a third party.

8. LIMITATION OF LIABILITY

Neptun, along with its officers, directors, employees, contractors, agents, affiliates, or subsidiaries, shall not be held liable under any circumstances for any indirect, punitive, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, loss of profits, goodwill, use, data, or other intangible losses resulting from your interaction with or use of the Site, including its interface. We also absolve ourselves of any responsibility for damages, losses, or injuries arising from unauthorized Site activities such as hacking, tampering, or other security breaches, as well as the unauthorized use of our servers or databases and the information they contain.

We hereby disclaim responsibility for the following:

- (i) Any inaccuracies or errors in the content of the Site.
- (ii) Personal injury or property damage resulting from your access to or use of the Site.
- (iii) Unauthorized access to or use of our secure servers and any personal information stored therein.
- (iv) Interruptions or cessation of the Site's operations.
- (v) Transmission of malware to or through the Site.
- (vi) Any errors, omissions, losses, or damages resulting from the use of the Site.
- (vii) Defamatory, offensive, or illegal conduct by any user or third party.

Our liability for claims, damages, losses, or costs will not exceed \$100.00 under any circumstances, regardless of the basis of the claim, including contract, tort, negligence, or otherwise, even if we have been notified of such potential damages. By accepting these Terms, you agree to limit Neptun's liability and that of our associated personnel to the fullest extent permitted by law, acknowledging that limitations or exclusions for warranties and liability may not apply in all jurisdictions.

9. TERM AND TERMINATION

(a) These Terms will remain in effect until terminated in accordance with the provisions herein.

(b) Neptun reserves the right to terminate, suspend, or modify your access to the Services, or any part thereof, immediately and at any time, at its sole discretion if it determines that you have violated or breached any of your obligations, responsibilities, or covenants under these Terms. Neptun shall not be liable to you or any third party for any termination, suspension, or modification of your access to the Services.

(c) Upon termination pursuant to Clause (b):

(d) these Terms will terminate, except for those clauses expressly intended to survive termination or expiry.

10. DISCLAIMERS AND WARRANTIES

(a) Neptun shall make all commercially reasonable attempts to facilitate information about the usage of the Services ("Services Information"). However, you understand that Neptun does not

(i) guarantee the accuracy, timeliness, or completeness of such information,

(ii) provide any warranties in connection with your use or reliance on such information. You agree that your use of the Services Information at your own risk. Neptun **SHALL NOT BE LIABLE TO YOU IN ANY MANNER FOR THE TERMINATION, INTERRUPTION, DELAY, OR INACCURACY OF ANY SERVICES INFORMATION.**

(b) You agree that your use of the Services is at your sole risk. To the extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis. Neptun does not warrant that the functions contained in the Services will meet your requirements. You hereby accept full responsibility for any consequences that may arise from your use of

the Services, and expressly agree and acknowledge that Neptun shall have absolutely no liability in this regard.

(c) Neptun does not warrant or represent that the Services will be compatible with any third-party hardware or software unless explicitly indicated. It shall be your responsibility to ensure compatibility of the Services prior to use. Additionally, Neptun shall not be held responsible for any actual, incidental, or consequential damages that may result from any use or inability to use any third-party peripherals with the Services.

(d) The Application may contain links to third party web sites or services that are not owned or controlled by Neptun. Neptun has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any such websites. You further acknowledge and agree that Neptun shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or service.

(e) To the fullest extent permissible under applicable law, Neptun expressly disclaims all warranties of any kind, express or implied, arising out of the Services, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, applicability, usability, appropriateness, and any warranty that may arise out of course of performance, course of dealing, or usage of trade.

(f) To the fullest extent permissible by law, Neptun, its affiliates, and their related parties each disclaim all liability to you for any loss or damage arising out of or due to:

(i) your use of, inability to use, or availability or unavailability of the Services, including any third party services made available through the Services;

(ii) the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction or unauthorized access to Neptun's records, programs, services, server, or other infrastructure relating to the Neptun;

(iii) the Services being infected with any malicious code or viruses; or

(iv) the failure of the Services to remain operational for any period of time.

11. CONFIDENTIALITY

You recognize that the Services include trade secrets and confidential information belonging to Neptun and its licensors. You agree to maintain the confidentiality of the Services and not to disclose them to any other person. You commit to exercising reasonable care to safeguard the confidentiality of the Services. You will not remove or modify any proprietary notices belonging to Neptun or its licensors. Your obligations under this Clause persist even after the expiration or termination of these Terms.

12. ANTI-MONEY LAUNDERING (“AML”) POLICY

Neptun unequivocally prohibits and condemns the use of its Service for any illicit activities, including but not limited to money laundering, terrorist financing, or trade sanctions violations. This stance aligns with the laws, regulations, and norms of various jurisdictions. By utilizing the Service, you affirm that you are not engaged in any such prohibited activities.

13. FORCE MAJEURE

Neptun shall not be held liable if it is unable to perform its obligations or conduct its business due to circumstances beyond its reasonable control. These circumstances may include, but are not limited to, strikes, utility service failures, acts of God, war, riots, civil commotion, malicious damage, compliance with laws or governmental orders, regulations, or directives.

14. GENERAL

We retain the right to engage third parties to fulfill our obligations and exercise our rights under these Terms, whether they are affiliated with us or not. Additionally, we reserve the option to assign any or all our rights and obligations under these Terms to a third party.

If any provision of these Terms is deemed void, unenforceable, or invalid by a court of competent jurisdiction, it will be removed from the Terms, leaving the rest of the Terms fully effective, provided that such removal does not alter the fundamental nature of these Terms.

Our failure to exercise any right, power, or remedy under these Terms, or any delay in doing so, does not constitute a waiver of that right, power, or remedy. Furthermore, if any

provision of these Terms is found to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

All disclaimers, indemnities, and exclusions in these Terms will continue to apply even after termination and during any suspension or unavailability of the Site.

These Terms, along with any referenced documents, constitute the entire agreement between you and us regarding your use of the Site, Neptun.finance, and the services provided via the Site, superseding any prior agreements or communications.

Any dispute arising from or relating to these Terms, including their validity, breach, or termination, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. The arbitration proceedings shall be conducted in English, and the applicable law shall be Estonian law, or another law chosen by Neptun.finance. The location of arbitration shall be determined by the arbitrator(s).

Regardless of whether individuals or entities have used the Site for personal, commercial, or other purposes, all disputes must be brought in their individual capacity and not as part of a class action or other representative proceeding. By agreeing to these Terms, you and Neptun waive the right to a jury trial and to participate in class actions or collective proceedings.

15. CONTACT

If you have any questions regarding these Terms or any other matter, please don't hesitate to contact us via our website: <https://neptun.finance>