

## Launchpad Service Terms

Last Updated: January 30, 2026

**Overview.** Legion provides the technical infrastructure to enable third-party digital asset projects (each, a “Project”) to conduct token sales, token launches, and token distribution events. We provide an allocation window of a fixed duration during which you may pledge certain digital assets (“Pledged Assets”) as payment for tokens subject to a future Token Generation Event (“TGE”).

At the close of the allocation window, the Project will assess participants against a variety of factors—including your Legion Score—to ensure a “merit-based” allocation. Successful pledges convert to a purchase under the terms of the Project’s Token Purchase Agreement (“TPA”). Pledged Assets remain yours at all times but are locked and restricted in your Legion account pending the results of the token sale.

**Classification of Digital Assets: Not Securities** By using the Launchpad Services, you expressly acknowledge and agree that:

- **No Investment Contract:** The digital assets available through the Launchpad are intended as "utility tokens" for use within specific ecosystems. They are not intended to be securities, investment contracts, or financial instruments in any jurisdiction.
- **No Expectation of Profit:** You represent that you are acquiring tokens for their functional utility and not as an investment with an expectation of profit derived from the efforts of Legion or the Project.
- **No Ownership Rights:** Tokens do not represent equity, shares, or any right to dividends, interest, or governance in the Project, Legion, or their respective affiliates.

**Token Purchase Agreement.** Each distribution event is governed by a separate TPA provided by the Project. Your participation in a token sale via the Launchpad constitutes a transaction solely between you and the Project.

- **Legion's Role:** Legion is not a party to the TPA, does not act as a broker or dealer, and does not audit the Project’s code.
- **No Refunds:** Because the contract is with the Project, Legion is not liable for refunds. Any claims for a breach of the TPA or failure of a TGE must be directed to the Project.

**Right of Withdrawal.** As a platform-wide investor protection, Legion grants all users the right to withdraw from any Launchpad token sale without incurring fees or giving a reason, subject to the following conditions:

- **Duration:** This right begins when you pledge and expires 14 calendar days from the date the sale window ends.
- **Early Expiry:** This right expires immediately if the tokens are distributed to your wallet associated with your Legion account or if the digital asset is listed on a secondary market before the 14-day window ends.

- **Refunds:** Upon a valid withdrawal, Legion will unlock your Pledged Assets. You remain responsible for any gas fees incurred during the initial pledge.

### **Launchpad Risks**

- **No Guarantee:** Legion does not guarantee that a TGE will occur or that tokens will have any market value.
- **Network Costs:** You are responsible for ensuring your wallet has adequate funds for gas fees; Legion is not liable for failed transactions due to insufficient network funding.
- **Project Autonomy:** Legion reserves the right to restrict or deny Launchpad access to any user or to cancel a sale at its sole discretion if a Project fails to meet compliance standards.

**Subordination and Conflict.** The Launchpad Terms of Service supplement our Terms. In the event of a direct conflict between these Launchpad Terms and the Terms, these Launchpad Terms shall prevail specifically regarding the use of the wallet infrastructure. In all other matters, the Terms—including those regarding Arbitration, Governing Law, and Limitation of Liability—remain in full force and effect.